

# **AT&T Wholesale Agreement**

**INTERCONNECTION AGREEMENT-ARKANSAS**

**between**

**SOUTHWESTERN BELL TELEPHONE, L.P.  
d/b/a SBC ARKANSAS**

**and**

**ALLTEL COMMUNICATIONS, INC.**

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## **INTERCONNECTION AGREEMENT – ARKANSAS**

This Interconnection Agreement - Arkansas (Agreement) is between ALLTEL Communications, Inc. (“CLEC”), a Delaware corporation, having its principal office at One Allied Drive, Wholesale Services, Little Rock, Arkansas 72202 and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas (hereinafter “SBC ARKANSAS”), a Texas Limited Partnership, having its principal office at One SBC Plaza, 208 S. Akard, Dallas, Texas 75202, (collectively the Parties).

WHEREAS, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC ARKANSAS services and for the provision by SBC ARKANSAS of Interconnection, 251(c)(3) Unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 251(c)(3) 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 residential and business End Users over their respective Telephone Exchange Service facilities which are subject to this Agreement; and

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where Southwestern Bell Telephone, L.P. d/b/a SBC ARKANSAS is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 251(c)(3) Unbundled Network Elements, Resale Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the SBC ARKANSAS areas by Arkansas Public Service Commission (“AR-PSC” or “Commission”); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and SBC ARKANSAS hereby agree as follows:

### **1.0 INTRODUCTION**

- 1.1 This Agreement sets forth the terms, conditions and prices under which SBC ARKANSAS agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) 251(c)(3) Unbundled Network Elements, or combinations of such 251(c)(3) Unbundled Network Elements (Combinations), (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to SBC ARKANSAS' network and Intercarrier Compensation for Intercarrier telecommunications traffic exchanged between CLEC and SBC ARKANSAS.
- 1.2 Subject to the provisions of Attachment 6: 251(c)(3) Unbundled Network Elements (251(c)(3) UNE) and upon CLEC request, SBC ARKANSAS shall meet its 251(c)(3) UNE combining obligations as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.
- 1.3 Subject to Attachment 6: 251(c)(3) Unbundled Network Elements, in the event that SBC ARKANSAS denies a request to perform the functions necessary to combine 251(c)(3) UNEs or to perform the functions necessary to combine 251(c)(3) UNEs with elements possessed by CLEC, SBC ARKANSAS shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC ARKANSAS shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.12(Note: section reference to be finalized at conclusion) of Attachment 6: 251(c)(3) Unbundled Network Elements Appendix.
- 1.4 SBC ARKANSAS may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.
- 1.5 This Agreement includes and incorporates herein the Attachments listed immediately following the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.6 SBC ARKANSAS' obligations under this agreement shall only apply to the specific operating area(s) or portion thereof in which SBC ARKANSAS is then deemed to be the ILEC under the Act (the "ILEC Territory"), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory, except as specifically addressed in the Attachment 6 251(c)(3) Unbundled Network Elements.



- 1.7 This Agreement sets forth the terms and conditions pursuant to which SBC ARKANSAS agrees to provide CLEC with access to 251(c)(3) Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC ARKANSAS' incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC ARKANSAS is only obligated to make available 251(c)(3) UNEs and access to 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC ARKANSAS' incumbent local exchange areas. SBC ARKANSAS has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC ARKANSAS' incumbent local exchange areas. In addition, SBC ARKANSAS is not obligated to provision 251(c)(3) UNEs or to provide access to 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC ARKANSAS' 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 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within SBC ARKANSAS' incumbent local exchange area(s) in ARKANSAS when this Agreement has been approved by the Commission and is in effect.
- 1.8 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by SBC ARKANSAS under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 1.7 above, and require only the provision of 251(c)(3) UNEs, regardless of whether the term "251(c)(3)" is used as part of the reference to Unbundled Network.
- 1.9 Intentionally Left Blank
- 1.10 Affiliates

These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind SBC ARKANSAS, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between SBC ARKANSAS and any such CLEC affiliate that continues to

operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC affiliate for the term of this Agreement as stated herein until either SBC ARKANSAS or CLEC or any such CLEC 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 CLEC affiliate and SBC ARKANSAS until the expiration of such other agreement.

## **2.0 General Responsibilities of the Parties**

- 2.1 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 2.2 251(c)(3) UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 2.3 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:
  - 2.3.1 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.
  - 2.3.2 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.
  - 2.3.3 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.
  - 2.3.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 2.3 through 2.3.3 of this Agreement.

- 2.3.5 The Parties agree that companies affording the insurance coverage required under Section 2.3 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.
- 2.3.6 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.
- 2.3.7 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:
- 2.3.7.1 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 the State of ARKANSAS covered by this Agreement or the employee's state of hire; and
- 2.3.7.2 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
- 2.3.7.3 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.
- 2.3.8 This Section 2.3 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.
- 2.4 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or 251(c)(3) Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide SBC ARKANSAS with a copy.
- 2.5 When an End User changes its service provider from SBC ARKANSAS to CLEC or from CLEC to SBC ARKANSAS and does not retain its former telephone number, the

Party formerly providing service to such End User shall furnish a Referral Announcement on the original telephone number that specifies the End User's new telephone number.

- 2.6 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.
- 2.7 This Agreement contains comprehensive OSS terms and conditions. CLEC represents, warrants and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to 251(c)(3) UNEs, resold services or other services covered by this Agreement, and for which this Agreement contains explicit rates, terms, and conditions.
- 2.8 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties will agree upon a rate or charge to include in this Agreement before the product or service is ordered or performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

### **3.0 Assurance of Payment**

- 3.1 Upon request by SBC ARKANSAS, CLEC will provide SBC ARKANSAS with adequate assurance of payment of amounts due (or to become due) to SBC ARKANSAS.
- 3.2 Assurance of payment may be requested by SBC ARKANSAS if:
- 3.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made a least twelve (12) consecutive months of timely payments to SBC ARKANSAS for charges incurred as a CLEC; or where CLEC is doing or has done business as a local service provider,
- 3.2.2 in SBC ARKANSAS' reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor

warning briefs, rating downgrades, and articles discussing pending credit problems, SBC will take into account the entirety of the circumstances and act in a commercially reasonable manner; or

- 3.2.3 CLEC fails to timely pay a bill rendered to CLEC by SBC ARKANSAS (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.4); or
  - 3.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 3.3 Unless otherwise agreed by the Parties, the assurance of payment will, at SBC ARKANSAS' option, consist of:
- 3.3.1 a cash security deposit in U.S. dollars held by SBC ARKANSAS ("Cash Deposit") or
  - 3.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to SBC ARKANSAS naming SBC ARKANSAS as the beneficiary thereof and otherwise in form and substance satisfactory to SBC ARKANSAS ("Letter of Credit").
- 3.4 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC ARKANSAS, for the Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC ARKANSAS under this Agreement.
- 3.5 To the extent that SBC ARKANSAS elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 3.6 A Cash Deposit will accrue simple interest; however, SBC ARKANSAS will not pay interest on a Letter of Credit.
- 3.7 SBC ARKANSAS may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

- 3.7.1 CLEC owes SBC ARKANSAS undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 3.7.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 3.7.3 The expiration or termination of this Agreement if CLEC owes SBC ARKANSAS undisputed charges under this Agreement.
- 3.8 If SBC ARKANSAS draws on the Letter of Credit or Cash Deposit, upon request by SBC ARKANSAS, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 3.4.
- 3.9 Notwithstanding anything else set forth in this Agreement, if SBC ARKANSAS makes a request for assurance of payment in accordance with the terms of this Section, then SBC ARKANSAS shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC ARKANSAS with the assurance of payment requested; provided, however, that SBC ARKANSAS will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 3.9.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC ARKANSAS may also invoke the provisions set forth in Section 14.
- 3.10 The fact that a Cash Deposit or Letter of Credit is requested by SBC ARKANSAS shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

#### **4.0 Effective Date and Term of Agreement**

- 4.1 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.

- 4.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on date = 2yr plus 90 days, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on date = 1 yr (the "Term").
- 4.3 If either Party desires to negotiate a successor agreement to this Agreement, such Party must provide the other Party with a written request to negotiate such successor agreement (Request to Negotiate/Notice of Expiration or "Request/Notice") not earlier than 365 calendar days prior to the expiration and not later than 180 calendar days prior to the expiration of this Agreement.
- 4.4 If a Request /Notice is not received pursuant to Section 4.3 then this Agreement shall remain in full force and effect on and after the expiration of the Term on a month-to-month basis until terminated pursuant to this Section or Section 4.6 or 4.7. During any month-to-month extension of this Agreement, 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 ARKANSAS received CLEC's Section 252(a)(1) Request to Negotiate.
- 4.4 If CLEC submits a Request under Sections 251/252 (i) of the Act for successor agreement or SBC ARKANSAS submits a Notice, the Request/Notice does not activate the negotiation timeframe set forth in this Agreement. If CLEC's Request is pursuant to Section 252 (a)(1), CLEC will delineate the items desired to be negotiated. Not later than 45 days from receipt of said Request/Notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. The Parties will begin negotiations not later than 135 days prior to expiration of this Agreement. If CLEC's Request is made pursuant to Section 252(i), the Agreement selected for adoption will be prepared for execution by the Parties.
- 4.6 If at any time during the Section 252(a)(1) negotiation process (whether prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal either a request to adopt a successor agreement under Section 252(i) of the Act or an affirmative statement that CLEC does not wish to pursue a successor agreement with SBC ARKANSAS for the state of ARKANSAS. 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 SBC ARKANSAS receives CLEC's 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 after SBC ARKANSAS' receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the adoption of the successor agreement under Section 252(i),

then the Parties shall have no further obligations under this Agreement except those set forth in Section 4.10 of this Agreement.

- 4.7 If the CLEC fails to timely respond to SBC ARKANSAS' Section 4.3 Notice, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided its Request or received SBC ARKANSAS Notice. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC's Request or receipt of SBC ARKANSAS' Notice, the Parties shall have no further obligations under this Agreement except those set forth in Section 4.10 of this Agreement.
- 4.8 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 4.8 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.
- 4.9 If pursuant to Section 4.4 this Agreement continues in full force and effect on a month-to-month basis after the expiration of the Term, either Party may terminate this Agreement by delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 4.6 and 4.7. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 4.9 other than its obligations under Sections 4.6 and 4.7.
- 4.10 Upon termination or expiration of this Agreement in accordance with Sections 4.6 or 4.7.
- 4.10.1 Each Party shall continue to comply with its obligations set forth in Section 51 Survival of Obligations; and
- 4.10.2 Each Party shall promptly pay all undisputed amounts owed under this Agreement.
- 4.11 In the event of expiration or termination of this Agreement other than pursuant to Section 4.6, SBC ARKANSAS and CLEC shall cooperate in good faith to effect an orderly and timely transition of service provided under this Agreement to CLEC or to another vendor but in any event not later than the 91<sup>st</sup> day after the expiration or termination of this Agreement. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, and continues to pay SBC ARKANSAS for the charges incurred



during the transition of service, SBC ARKANSAS shall not terminate service to CLEC's End Users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement; and CLEC will relinquish 251(c)(3) Unbundled Network Element facilities pursuant to this Agreement.

- 4.1.2 All monetary obligations of the Parties to one another under the immediately previous interconnection agreement between the Parties shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement.

## **5.0 Assignment**

### 5.1.1 Assignment of Contract

5.1.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of SBC ARKANSAS which consent shall not be unreasonably withheld. Any attempted assignment or transfer that is not permitted is void *ab initio*.

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

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

5.1.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available; a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing,

Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and 251(c)(3) UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.

### 5.1.3 Company Code Change

5.1.3.1 Any assignment or transfer of an interconnection agreement associated with the transfer or acquisition of “assets” provisioned under that interconnection agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a CLEC Company Code Change. For the purposes of Section 5.1.3.1, “assets” means any Interconnection, Resale Service, 251(c)(3) Unbundled Network Element, function, facility, product or service provided under that interconnection agreement. CLEC shall provide SBC ARKANSAS with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC ARKANSAS consent. SBC ARKANSAS shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC ARKANSAS consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any undisputed outstanding charges associated with the “assets” subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

5.1.3.2 For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each end user record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and 251(c)(3) UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement. In addition, CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.

5.1.4 Assignment of any Interconnection, Resale Service, 251(c)(3) Unbundled Network Element, function, facility, product or service.

5.1.4.1 Any assignment or transfer of any Interconnection, Resale Service, 251(c)(3) Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide SBC ARKANSAS with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, 251(c)(3) Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

5.1.4.2 Both CLECs involved in any CLEC to CLEC Mass Migration shall comply with all Applicable Law relating thereto, including but not limited to all FCC and state Commission rules relating to notice(s) to end users. The acquiring CLEC shall be responsible for issuing all service orders required to migrate any Interconnection, Resale Service, 251(c)(3) Unbundled Network Element, function, facility, product or service provided hereunder. The appropriate service order charge or administration fee (for interconnection) will apply as specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's interconnection agreement. The acquiring CLEC shall also submit a new OSQ to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and 251(c)(3) UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to the acquiring CLEC's agreement. In addition, the acquiring CLEC shall pay any and all charges required for re-stenciling, re-engineering, changing locks, new signage and any other work necessary with respect to Collocation, as determined on an individual case basis.

#### 5.1.5 Project Coordination

5.1.5.1 SBC ARKANSAS will provide project management support to effectuate changes of the types identified in Sections 5.1.2, 5.1.3, and 5.1.4.

5.1.5.2 SBC ARKANSAS will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should SBC ARKANSAS' most current version of LSOR or ASOR guidelines not support the required order activity, SBC

ARKANSAS will issue service orders at the manual rate, as specified in the Appendix Pricing, Schedule of Prices to this Agreement, based upon type of service provided, and on the condition that CLEC provides to SBC ARKANSAS any and all information SBC ARKANSAS reasonably requests to effectuate such changes.

## **6.0 Confidentiality and Proprietary Information**

- 6.1 Both Parties agree to treat proprietary information received from the other in accordance with Section 222 of the Act.
- 6.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:
  - 6.2.1 Was at the time of receipt, already known to the receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the disclosing Party; or
  - 6.2.2 Is or becomes publicly known through no wrongful act of the receiving Party; or
  - 6.2.3 Is lawfully 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 the receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
  - 6.2.4 Is independently developed by an agent, employee, representative or Affiliate of the receiving Party and such person/entity 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
  - 6.2.5 Is disclosed to a Third Party by the disclosing Party without similar restrictions on such Third Party's rights; or
  - 6.2.6 Is approved for release by written authorization of the disclosing Party, but only to the extent of the authorization granted; or
  - 6.2.7 Is required to be made public or disclosed by the receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

## **7.0 Liability and Indemnification**

- 7.1 Limitation of Liabilities
  - 7.1.1 Except as specifically provided in Attachment 25 DSL-AR, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.3, following, and for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts charged to CLEC by SBC ARKANSAS under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of

this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.

## 7.2 No Consequential Damages

7.2.1 NEITHER CLEC NOR SBC ARKANSAS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF EITHER SBC ARKANSAS OR CLEC TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY THE SBC ARKANSAS OR CLEC'S NEGLIGENT ACT OR OMISSION OF EITHER PARTY HERETO OR THE NEGLIGENT ACT OR OMISSION THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

## 7.3 Obligation to Indemnify

7.3.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Party.

7.3.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by

tariff, each Party (the “Indemnifying Party”) shall release, defend and indemnify the other Party (the “Indemnified Party”) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (“Fault”) of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party’s provision of Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

7.3.3.2 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party (“Indemnified Party”) against any Claim or Loss arising from the Indemnifying Party’s use of Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services provided under this Agreement involving:

7.3.3.2.1 Any Claim or Loss arising from such Indemnifying Party’s use of Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s or its End User’s use.

7.3.3.2.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.

7.3.3.2.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from

an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

7.3.3.2.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products or services provided under this Agreement; and

7.3.3.2.1.2.2 no infringement would have occurred without such modification.

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

7.3.2 CLEC acknowledges that its right under this Agreement to interconnect with SBC ARKANSAS network and to unbundle and/or combine SBC ARKANSAS 251(c)(3) Unbundled Network Element (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (Intellectual Property means including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

7.3.3 The Parties acknowledge that April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

7.3.3.1 SBC ARKANSAS agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each 251(c)(3) Unbundled Network Element necessary for CLEC to use such 251(c)(3) Unbundled Network Element in the same manner as SBC ARKANSAS.

- 7.3.3.2 SBC ARKANSAS shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any 251(c)(3) Unbundled Network Element in a different manner than used by SBC ARKANSAS is entitled to use that 251(c)(3) Unbundled Network Element.
- 7.3.3.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, SBC ARKANSAS shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to SBC ARKANSAS under the vendor contract and the terms of the contract (excluding cost terms). SBC ARKANSAS shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 7.3.4 SBC ARKANSAS hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC'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 251(c)(3) Unbundled Network Elements (including combining with CLEC's network elements) in SBC ARKANSAS network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with 251(c)(3) Unbundled Network Elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC ARKANSAS agrees in Section 7.3.5 to use its best efforts to obtain.
- 7.3.5 SBC ARKANSAS does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Damages for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's interconnection with SBC ARKANSAS network and unbundling and/or combining SBC ARKANSAS 251(c)(3) Unbundled Network Elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with 251(c)(3) Unbundled Network Elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC ARKANSAS agrees in Section 7.3.5.1 to use its best efforts to obtain.
- 7.3.6 CLEC hereby agrees to release, indemnify and hold SBC ARKANSAS harmless from and against all Damages arising out of, caused by, or relating to any claim that CLEC's interconnection with SBC ARKANSAS' network, or CLEC's use of SBC ARKANSAS' 251(c)(3) Unbundled Network Elements, or unbundling



and/or combining of SBC ARKANSAS 251(c)(3) Unbundled Network Elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract rights of Third Party.

- 7.3.7 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the 251(c)(3) Unbundled Network Element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that 251(c)(3) Unbundled Network Element including SBC ARKANSAS.

#### 7.4 Obligation to Defend; Notice; Cooperation

- 7.4.1 Whenever a Claim will arise for indemnification under this Section, the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth in this section, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice will have been given, subject to consultation with the relevant Indemnitee. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that may affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at the refusing Party's cost, to take over such defense, provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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 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. 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 7.

## **8.0 Compliance and Certification**

- 8.1 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.
- 8.2 Each Party warrants that it has obtained all necessary state certification required in ARKANSAS prior to ordering any Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 8.3 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.
- 8.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

## **9.0 Payment of Rates and Charges**

- 9.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days from the date of the invoice. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean thirty (30) calendar days from the date of the invoice.
- 9.2 If the billed 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 the billed 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 the billing Party as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge shall be assessed as provided in Sections 9.2.1 through 9.2.2, as applicable.

- 9.2.1 If any charge incurred under this Agreement that is billed out of any billing system of the billing party other than the SBC ARKANSAS Customer Records Information System (CRIS) becomes Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until the date paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable billing Party's intrastate access services tariff or (ii) the highest rate of interest that may be charged under Applicable Law, the application of interest (at the rate set forth in the preceding sentence) to any Past Due charge incurred under this Agreement that is billed out of any billing system of the billing Party other than SBC ARKANSAS' CRIS will comply with the process set forth in the billing Party's intrastate access services tariff.
- 9.2.2 If any charge incurred under this Agreement that is billed out of SBC ARKANSAS CRIS is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied to SBC ARKANSAS 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 ARKANSAS intrastate retail Commission-approved tariff governing Late Payment Charges to SBC ARKANSAS retail End Users that are business End Users in that state or (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.
- 9.3 The Parties shall make all payments to one another via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by each Party. Remittance information will be communicated together with the funds transfer via the ACH network. The Parties must use the CCD+ or the CTX transaction set. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the Billing Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party will be liable for any delays in receipt of funds or errors in entries caused by the other Party or Third Parties, including the Paying Party's financial institution. Each Party is responsible for its own banking fees.
- 9.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party will be responsible for any Late Payment Charges resulting from that Party's failure to use electronic funds credit transfers through the ACH network.

- 9.4 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such written notice the specific details and reasons for disputing each item that are listed in Section 9.2.1. The Non-Paying Party should utilize any existing and preferred form provided by the Billing Party to provide written notice of disputes to the Billing Party. The Non-Paying Party must pay when due:(i) all undisputed amounts to the Billing Party, and (ii) those disputed amounts that are required to be paid into escrow pursuant to this Section, which must be deposited 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:
- 9.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 9.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 9.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 9.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the Non-Paying Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
- 9.4.4.1 The escrow account must be an interest bearing account;
- 9.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the Non-Paying Party;
- 9.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution’s charges for serving as the Third Party escrow agent;
- 9.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and
- 9.4.4.5 Disbursements from the escrow account shall be limited to those:
- 9.4.4.5.1 authorized in writing by both the Non-Paying Party and the Billing Party (that is, signature(s) from representative(s) of the

Non-Paying Party only are not sufficient to properly authorize any disbursement); or

9.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 9.7; or

9.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 9.7.

9.5 Disputed Amounts in escrow shall not be subject to late payment charges as set forth in Section 8.1.5.

9.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in paragraph 13.

9.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are completed:

9.7.1 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 resolution of the Dispute;

9.7.1.1 within ten (10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

9.7.1.2 within ten (10) Business days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

9.7.1.3 no later than the third Bill Due Date after resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 9.4.

- 9.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 9.7.1.1 and Section 9.7.1.3 are completed within the times specified therein.
- 9.9 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the times specified in Section 9.7 shall be grounds for termination of the Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 9.10 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 9.10.1 Each additional copy of any bill provided for billing from SBC ARKANSAS Carrier Access Billing System (CABS) billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 9.10.2 Bills provided to CLEC from SBC ARKANSAS CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

#### **10.0 Limitation on Back-billing and Credit Claims:**

- 10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.
- 10.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 10 and is addressed separately in the Reciprocal Compensation Attachment.

## **11.0 Daily Usage File**

- 11.1 SBC ARKANSAS will provide CLEC a specific Daily Usage File (“DUF” or “Usage Extract”) for Resale Services and 251(c)(3) Unbundled Network Element usage sensitive services provided hereunder (“End User Usage Data”). Such End User Usage Data will be provided by SBC ARKANSAS 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 SBC ARKANSAS. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and 251(c)(3) Unbundled Network Element to the extent that similar usage sensitive information is provided to retail End Users of SBC ARKANSAS, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by SBC ARKANSAS in connection with Resale Services and 251(c)(3) Unbundled Network Elements provided by SBC ARKANSAS. Procedures and processes for implementing the interfaces with SBC ARKANSAS will be included in implementation requirements documentation.
- 11.2 To establish file transmission for the Daily Usage File, CLEC must provide to SBC ARKANSAS a separate written request no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 11.3 Unless otherwise specified in Appendix Alternate Billed Service, call detail for LEC-carried calls that are alternately billed to CLEC End Users’ lines provided by SBC ARKANSAS through Resale or 251(c)(3) Unbundled Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 11.4 SBC ARKANSAS will bill CLEC for Usage Extract furnished by SBC ARKANSAS in accordance with the price(s) provided in the applicable Schedule of Prices under "Electronic Billing Information."
- 11.5 Interexchange call detail on Resale Services or Unbundled Network Elements (ports) that is forwarded to SBC ARKANSAS for billing, of the type which would otherwise be processed by SBC ARKANSAS for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Unbundled Network Elements (ports) will be passed through when SBC ARKANSAS records the message.

11.6 CLEC is responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

## **12.0 Alternately Billed Traffic (ABT)**

12.1 As used herein, Alternately Billed Traffic (ABT) shall mean calls made by an End User and billed to an account not associated with the originating line. There are three types of ABT: Calling card, collect, and third number calls. Billing and compensation for intraLATA ABT will be handled as described below.

12.2 When CLEC serves its end users via 251(c)(3) Unbundled Local Switching (251(c)(3) ULS) alone or in combination with the 251(c)(3) UNE-Platform (251(c)(3) UNE-P), each Party will pay all tariffed ABT charges for calls accepted by its End Users, including ABT charges passed through by a Third Party. Rated ABT message detail is provided via the Daily Usage File (DUF) as described in Attachment 10. The originating Party will pay the Party that has the billable End User a Billing and Collection (B&C) fee for each message as set forth in the pricing schedule. Alternatively, either Party may choose to block its End Users from receiving ABT by ordering Toll Billing Exception on a line by line basis or the Parties may enter into a separate agreement for the billing, collecting, and remitting of intraLATA ABT revenue.

12.3 When CLEC serves its End User via switch-based service, both Parties will settle tariffed ABT charges for calls accepted by each Party's End Users, including ABT charges passed through by a Third Party. The originating Party will pay the Party that has the billable End User a Billing and Collection (B&C) fee per billed message as set forth in the pricing schedule.

## **13.0 Dispute Resolution**

### **13.1 Finality of Disputes**

13.1.1 Unless otherwise agreed, disputes related to un-billed amounts will be brought forward for resolution under this Agreement within twenty-four (24) months from the date of the occurrence which should provide adequate time for the dispute to be identified. Disputes related to billed amounts will be brought forward for resolution subject to Billing Dispute Resolution, Section 13.4, within twelve (12) months from the Billing Date.

### **13.2 Alternative to Litigation**

13.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel



compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

### 13.3 Informal Resolution of Disputes

13.3.1 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 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 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 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.

#### 13.3.2 Request for Expedited Resolution

When a dispute affects the ability of a party to provide uninterrupted service or hinders the provisioning of any service, functionality or network element, the party may file a complaint to initiate an expedited informal dispute resolution proceeding. This process applies to the following types of issues: establishment of service, service interruption, service outage or disconnection. This process is not intended to address complex business problems that do not preclude a CLEC from providing service, such as billing accuracy.

This process is in addition to any other dispute resolution process or procedure that exists under the rules and regulations of the Commission. The parties agree to recommend that the Commission appoint Commission Staff to the case to proceed on an expedited basis.

Any complaint filed pursuant to this procedure must include the following information:

- a) the specific circumstances that make the dispute eligible for the expedited dispute resolution process;
- b) a description of the particular service-affecting issue giving rise to the complaint;
- c) a description of the parties' efforts to resolve the disputed issue;

- d) A list of cross-references to the area or areas of this agreement applicable to the issue in dispute as applicable; and
- e) Any proposed resolution of the dispute.

The respondent shall file a response to the complaint within five business days after the filing of the complaint. The respondent shall serve a copy of the response on the complainant by hand-delivery or facsimile on the same day as it is filed with the Commission.

The parties agree to meet with the appointed Commission Staff within 10 business days, but no sooner than 5 business days, of the date the response is filed. The parties agree that Commission Staff has authority to oversee the discussion between the parties and may act in the capacity of the mediator.

If a party believes that a more formal proceeding is necessary, the party may file a Complaint to proceed according to the rules and regulations governing administrative procedure by the Commission and the parties agree to jointly recommend expedited handling of the complaint.

#### 13.4 Billing Disputes

13.4.1 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 12.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after receipt of the Non-Paying Party's written notice. In order to resolve a billing dispute, the Non-Paying Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA 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 (vi) amount in question (vii) the reason that the Non-Paying Party disputes the billed amount and (viii) PON. To be deemed a "dispute" under this Section 13.4, the Non-Paying Party must provide evidence that it has paid the disputed amount.

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

#### 13.5 Formal Resolution of Disputes

13.5.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement that require clarification,

renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Arkansas PSC. As an alternative to the dispute resolution procedures referenced in the preceding sentence, and in lieu thereof, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 13.6.

13.5.2 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement.

### 13.6 Arbitration

13.6.1 When both Parties agree to binding arbitration, disputes 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. Arbitration will be held in Little Rock, Arkansas, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 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 30 days after the close of hearings. Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The Parties agree that, notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the arbitrator has no authority to order punitive exemplary, multiple, or Consequential 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. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

### 14.0 Non-payment and Procedures for Disconnection

14.1 Failure to pay all or any portion of any undisputed amount required to be paid may be grounds for disconnection of Resale Services, Lawful Unbundled Network Elements under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid

after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Lawful Unbundled Network Elements furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges, not being disputed, to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

14.1.1 SBC ARKANSAS will also provide any written notification to the ARKANSAS Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

14.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:

14.2.1 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 9.4 of this Agreement, together with the reasons for its dispute; and

14.2.2 pay all undisputed Unpaid Charges to the Billing Party; and

14.2.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 9.4, unless the nonpaying party is not required to escrow such amounts pursuant to Section XX herein; and

14.2.4 if the nonpaying party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 9.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 9.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.

14.4 After expiration of the written notice furnished pursuant to Section 14.1 hereof, if CLEC continues to fail to comply with Section 14.2.1 through 14.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC ARKANSAS may, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to CLEC for payment within five (5) Business Days of any of the obligations enumerated in Section 14.1. On

the day that SBC ARKANSAS provides such written demand to CLEC, SBC ARKANSAS may also exercise any or all of the following options:

- 14.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
  - 14.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.
- 14.5 Notwithstanding anything to the contrary in this Agreement, SBC ARKANSAS exercise of any of its options under Section 4.4, 10.4.1 and 14.4.2:
- 14.5.1 will not delay or relieve CLEC's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
  - 14.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.
- 14.6 A copy of the demand provided to CLEC under Section 14.4 will be provided to the Commission.
- 14.7 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand letter provided under Section 14.4 of this Agreement, the Billing Party may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC ARKANSAS to CLEC for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:
- 14.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
  - 14.7.2 disconnect any Resale Services, 251(c)(3) Unbundled Network Elements and/or Collocation furnished under this Agreement.
    - 14.7.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by SBC ARKANSAS will comply with ARKANSAS Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

- 14.8 Within five (5) calendar days following any such disconnection, SBC ARKANSAS will notify each Resale End User that because of CLEC's failure to pay SBC ARKANSAS, the End User's local service will continue for an additional thirty (30) calendar days and that the End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider.
- 14.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, SBC ARKANSAS may terminate the Resale End User's service.
- 14.10 SBC ARKANSAS will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 14.9.
- 14.11 CLEC shall be responsible for all charges for any service furnished by SBC ARKANSAS to any End User pursuant to Section 14.8 hereof.
- 14.12 Nothing in this Agreement shall be interpreted to obligate SBC ARKANSAS to continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC ARKANSAS has with regard to such Resale End Users under Applicable Law.

## **15.0 Notices**

- 15.1 In the event any notices are required to be sent under the terms of this Agreement, they must be made in writing (unless specifically provided otherwise herein) they may be sent by mail, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested and are deemed to have been received five (5) calendar days after mailing in the case of first class or certified U.S. Post Service. Notice may also be given by personal delivery or by overnight courier, and will be deemed given upon receipt of personal delivery; or by overnight courier and will be deemed given the next Business Day. Notice may also be provided by facsimile, provided a paper copy is also sent by another method described in this Section, which will be deemed given 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. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:
- 15.2 If to CLEC:

Wholesale Product Management  
ALLTEL Communications, Inc.

One Allied Drive  
Little Rock, AR 72202

15.3 If to SBC ARKANSAS:

SBC Contract Management  
ATTN: Notices Manager  
Four SBC Plaza, 9<sup>th</sup> Floor  
311 S. Akard St.  
Dallas, TX 75202-5398

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving ten (10) calendar days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

- 15.4 SBC ARKANSAS communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 15.5 SBC ARKANSAS Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the transmission date set forth on the e-mail message.
- 15.6 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 15.7 CLEC 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 CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of SBC ARKANSAS Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by SBC ARKANSAS. SBC ARKANSAS may, at its discretion, change the process by which the CLEC 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.
- 15.8 SBC ARKANSAS shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and 251(c)(3) Unbundled Network Elements under this Agreement; CLEC shall provide SBC ARKANSAS with a toll free facsimile number for

notices from SBC ARKANSAS relating to requests for Resale Services and 251(c)(3) Unbundled Network Elements under this Agreement.

## **16.0 Taxes**

- 16.1 With respect to any purchase of service under this Agreement, if any Federal, state or local government sales, use, excise, gross receipts, municipal fee, transfer, transaction or similar tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by Applicable Law, ordinance or tariff to be collected from a purchasing Party by the providing Party, except for (a) any Tax on either Party's existence, status, or income or (b) any corporate franchise Taxes, then (i) the providing Party will bill, as a separately stated item, the purchasing Party for such Tax, (ii) the purchasing Party will timely remit such Tax to the providing Party, and (iii) the providing Party will remit such collected Tax to the applicable taxing authority.
- 16.2 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity. 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.
- 16.3 With respect to any purchase hereunder of Interconnection, Resale Services, 251(c)(3) Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a Third Party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. 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 Tax, penalty or interest 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.
- 16.4 If either Party is audited by a taxing authority or other governmental entity 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.

- 16.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party, subject to Section 16.2, will not collect such Tax during the effective period of the 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.
- 16.6 If applicable law excludes or exempts a purchase of 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 (i) furnishes the providing Party with a letter signed by an authorized representative with the title Director or above of the purchasing Party claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest or penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 16.7 With respect to any Tax or Tax controversy covered by this Section 16, the purchasing Party will be entitled to contest, pursuant to Applicable Law, and at its own expense, any Tax that it is ultimately obligated to pay. 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 will be entitled to the benefit of any refund or recovery 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.
- 16.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 16, shall be sent in accordance with Section 15 Notices hereof:

## **17.0 Force Majeure**

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement (other than an obligation to make money payments) 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, labor disputes such as strikes and lockouts, 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. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature,

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

## **18.0 Publicity**

- 18.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 18.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

## **19.0 Network Maintenance and Management**

- 19.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

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.

- 19.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 19.3 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.

- 19.4 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.
- 19.5 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.
- 19.6 Neither Party will 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 a manner that interferes with or impairs service over any facilities of SBC ARKANSAS, 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 will provide the other Party notice of the violation at the earliest practicable time.

## **20.0 Law Enforcement and Civil Process**

### **20.1 Intercept Devices**

20.1.1 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, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request.

## 20.2 Subpoenas

20.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, the receiving Party will respond to any valid request.

## 20.3 Law Enforcement Emergencies

20.3.1 If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any Claims or Damages arising from compliance with such requests, and the Party serving the End User agrees to indemnify and hold the other Party harmless against any and all such Claims.

## **21.0 Changes in Subscriber Carrier Selection**

21.1 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.

21.2 Only an End User can initiate a challenge to a change in its Local Exchange Carrier. 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.

21.3 When an End User changes or withdraws authorization, each Party will release customer specific facilities belonging to the ILEC in accordance with the End User directions, or the directions of the End User's agent. Further, when an End User abandons the premise,

(that is, its place of business or domicile), SBC ARKANSAS is free to reclaim the 251(c)(3) Unbundled Network Elements for use by another End User and is free to issue service orders required to reclaim such 251(c)(3) Unbundled Network Elements.

- 21.4 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 Commission.

## **22.0 Amendments or Waivers**

- 22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

## **23.0 INTERVENING LAW**

- 23.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC’s Biennial Review Proceeding; the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and the CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand Order”); the FCC’s Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002),

and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), SBC ARKANSAS shall have no obligation to provide 251(c)(3) UNEs, combinations of 251(c)(3) UNEs, combinations of 251(c)(3) UNE(s) and CLEC's own elements or 251(c)(3) UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of the Act, as interpreted by the FCC, the APSC or courts of competent jurisdiction or FCC or APSC regulations that were the substantial basis for any provisions of the Agreement and/or materially affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected provision(s) shall be subject to being invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction at the written request of either Party ("Written Notice"). Notwithstanding anything to the contrary in this Agreement, upon execution of a replacement provision or the ordering of such change by the FCC, APSC, or court of competent jurisdiction, in either event, the change will be effective on the earlier of the date ordered or the date of the Written Notice, or as otherwise agreed by the Parties. 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.

The Parties understand and agree that the Stipulated monthly recurring rates for the 2-wire analog loop, the 4-wire analog loop, the 2-wire Digital loop, the 2-wire xDSL loop and the 4-wire xDSL loop ("the Stipulated Rates"), which are set forth in the Pricing Schedule to this Agreement, shall become effective between the Parties on the Effective Date of this Agreement. Except as provided herein below, the Stipulated rates shall apply between the Parties during the effectiveness of the Agreement and each Party hereby expressly waives its intervening law rights as to the Stipulated rates or otherwise from arbitrating or litigating such Stipulated rates in any administrative, regulatory or judicial forum as they relate to SBC Arkansas and CLEC until July 8, 2008. Notwithstanding the foregoing, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments including, without limitation, its intervening law or change in law rights as to the Stipulated Rates beginning July 8, 2008. In addition, notwithstanding anything to the contrary in this Agreement including, without limitation, this paragraph, in the event that the FCC or a federal court of competent jurisdiction should find that SBC Arkansas has no obligation to make available the 2-wire analog

loop, the 4-wire analog loop, the 2-wire Digital loop, the 2-wire xDSL loop and/or the 4-wire xDSL loop on an unbundled basis during the effectiveness of this Agreement, nothing herein shall preclude either Party from invoking its intervening law or change in law rights or any other rights, remedies and arguments as to any such government action. CLEC further waives its rights as to SBC Arkansas under 47 U.S.C. § 252(i) until July 8, 2008

#### **24.0 Authority**

- 24.1 SBC ARKANSAS represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. SBC ARKANSAS represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for SBC ARKANSAS. SBC ARKANSAS represents and warrants that it has full power and authority to perform its obligations hereunder.
- 24.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 24.3 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.

#### **25.0 Binding Effect**

- 25.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

#### **26.0 Consent**

- 26.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

#### **27.0 Expenses**

- 27.1 Except as specifically set out in this Agreement, each party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

## **28.0 Headings**

28.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

## **29.0 Relationship of Parties**

29.1 This Agreement will 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 will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will 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 will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

## **30.0 Conflict of Interest**

30.1 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 arranging or negotiation of this Agreement or associated documents.

## **31.0 Multiple Counterparts**

31.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

## **32.0 Third Party Beneficiaries**

32.1 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.

## **33.0 Regulatory Approval**

33.1 Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval of this Agreement. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.



**34.0 Trademarks and Trade Names**

34.1 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party. Nothing in this Agreement shall be construed as preventing either Party from publicly stating that it has executed this Agreement with the other Party.

**35.0 Regulatory Authority**

35.1 SBC ARKANSAS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC End Users contemplated by this Agreement.

**36.0 Commission Interpretation of Same or Substantively Similar Language**

36.1 Any ruling by the Commission in a post interconnection agreement dispute interpreting the same or substantially similar language in another Interconnection Agreement shall be deemed applicable to the same or substantially similar language in this Agreement.

**37.0 Tariff References**

37.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

37.2 Wherever the term “Customer” is used in connection with SBC ARKANSAS retail tariffs, the term “Customer” means the ultimate “consumer” or the “End User” of any tariffed service.

### **38.0 Verification Reviews**

38.1 Subject to each Party’s reasonable Confidentiality requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party’s books, records, data, and other documents once in each twelve (12) month period 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 the accuracy of the other 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.

38.2 The scope of the audit shall be limited to the services specified in the written notice and 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.

38.3 Such audit will take place at a time and place agreed on by the Parties and begins no later than thirty (30) calendar days after receipt of written notice and shall be completed no later than thirty (30) calendar days after the start of such audit.

38.4 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 twentieth calendar 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.

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

documents provided to the auditor any Audited Party information that reveals the identity of End User(s) of Audited Party except the calling party number.

- 38.6 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.
- 38.7 If any audit confirms any undercharge or overcharge, then the Audited Party will (i) promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the 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 9.9, 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.
- 38.8 Except as may be otherwise provided in this Agreement, audits shall be performed at the Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses, pursuant to section 38.4 of this agreement, 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.
- 38.9 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 38.1. Any additional audit shall be at the requesting Party's expense.
- 38.10 Either Party may audit the other 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 the other Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by the 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

38.11 Information obtained or received by either Party in connection with performance of an audit under this Section 38 will be subject to the confidentiality provisions of Section 6 of this Agreement.

### **39.0 Complete Terms**

39.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

39.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.

### **40.0 Cooperation on Preventing End User Fraud**

40.1 Each Party shall be liable for any fraud associated with that Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. 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.

40.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning End User who terminates 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.

40.4 SBC ARKANSAS will provide notification messages via fax to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB.

40.4.1 SBC ARKANSAS will use a Fraud monitoring system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria SBC ARKANSAS uses to monitor fraud on its own accounts.

40.4.2 CLEC understands that Fraud monitoring alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform

its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud monitoring alert.

40.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud monitoring alert notification information twenty-four (24) hours per day seven (7) days per week.

40.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

40.5 ABS-related alerts are provided to CLEC at no additional charge.

#### **41.0 Notice of Network Changes**

41.1 SBC ARKANSAS agrees to provide CLEC reasonable notice consistent with applicable 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), of changes in the information necessary for the transmission and routing of services using SBC ARKANSAS' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC ARKANSAS ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

41.2 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 ARKANSAS 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.

#### **42.0 Good Faith Performance**

42.1 In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action will not be unreasonably delayed, withheld or conditioned.

#### **43.0 Responsibility of Each Party**

43.1 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 will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting there from or otherwise generated in connection with its or its contractors' or agents' activities at the Work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

#### **44.0 Transmission of Traffic to Third Parties**

44.1 CLEC will not send to SBC ARKANSAS local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party.

#### **45.0 Governmental Compliance**

45.1 CLEC and SBC ARKANSAS each will comply at its own expense with all Applicable Law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to work locations. CLEC and SBC ARKANSAS each agree to indemnify, defend, (at the other party's request) and save harmless the other, each of its officers, directors and employees from and against any Losses, Damages, Claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. Each Party, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for to provide the 251(c)(3) Unbundled Network Elements and Resale services pursuant to this Agreement.

#### **46.0 Responsibility for Environmental Contamination**

46.1 Disclosure of Potential Hazards: When and if CLEC notifies SBC ARKANSAS that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the

vicinity of any particular SBC ARKANSAS building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "work location "), SBC ARKANSAS shall timely notify CLEC of any Environmental Hazard at that Work Location of which SBC ARKANSAS has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the work location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SBC ARKANSAS; and (v) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.

- 46.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC ARKANSAS, CLEC shall have the right to inspect, test, or monitor any work location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC ARKANSAS business operations after consultation with SBC ARKANSAS, and shall return SBC ARKANSAS property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 46.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any work location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than SBC ARKANSAS shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 46.4 Indemnification:
- 46.4.1 Each Party shall indemnify, on request defend, and hold harmless the other Party and each of its officers, directors and employees from any and all suits, Claims, Demands, losses, Damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, Loss, or Damage to any person or property, or to the environment, to the extent any of them arise 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 this Section 47.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other Applicable Law or provision of this Agreement dealing with hazardous substances or protection of human health or the environment.

46.4.2 CLEC shall indemnify, on request defend, and hold harmless SBC ARKANSAS and each of its officers, directors and employees from any and all suits, claims, demands, Losses, Damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, Loss, or Damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) 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 CLEC, or by any person acting on CLEC's behalf, while at a work location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

46.4.3 SBC ARKANSAS shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, Claims, demands, Losses, Damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other Third Party on account of or in connection with any injury, Loss, or Damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) 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 SBC ARKANSAS or by any person acting on SBC ARKANSAS' behalf, at a work location or (ii) the removal or disposal of any hazardous substances by any employee of SBC ARKANSAS or by any person acting on SBC ARKANSAS' behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a work location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by SBC ARKANSAS or its contractors or agents.

#### **47.0 Intentionally Left Blank**

#### **48.0 Subcontracting**

48.1 If any obligation is performed through a subcontractor, 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, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any Third Party in connection with



the provision of Resale services or 251(c)(3) Unbundled Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Customer Proprietary Information (CPNI) or confidential information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or confidential information to the same extent the subcontracting Party is required to protect such information under the terms of this Agreement.

#### **49.0 Referenced Documents**

49.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC ARKANSAS Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, SBC ARKANSAS Practice, or publication of industry standards.

#### **50.0 Severability**

50.1 The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and 251(c)(3) Unbundled Network Elements as a total arrangement and it is intended to be nonseverable. If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 13.

#### **51.0 Survival of Obligations**

51.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding liability and indemnification, assurance of payment, payment of rates and charges, dispute resolution, taxes, publicity, subpoenas, relinquishing facilities, environmental

contamination, subcontracting, governing law, performance measurements, disclaimer of warranty, Third Party beneficiaries, trademarks and tradenames, confidential information, Section 6, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

## **52.0 Governing Law**

52.1 The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the domestic laws of the State of Arkansas without regard to conflicts of laws principles, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Little Rock, Arkansas, and waive any and all objections to an Arkansas venue.

## **53.0 Performance Measurements**

53.1 Intentionally Left Blank

## **54.0 Signaling**

54.1 SBC ARKANSAS will provide SS7 signaling on interswitch calls originating from an ULS port pursuant to Appendix 251(c)(3) UNEs, Shared Transport. All other use of SS7 signaling is pursuant to the access tariff.

## **55.0 Dialing Parity; Number Portability**

55.1 SBC ARKANSAS will ensure that all CLEC End Users who are provisioning dial tone from switches experience the same Dialing Parity as similarly-situated End Users of SBC ARKANSAS services, such that, for all call types: (i) an CLEC End User is not required to dial any greater number of digits than a similarly-situated SBC ARKANSAS End User; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC End User is at least equal in quality to that experienced by a similarly-situated SBC ARKANSAS End User; and (iii) the CLEC End User may retain its local telephone number. The Parties further agrees to provide Number Portability in accordance with the requirements of the Act. Specific requirements concerning Number Portability are set forth in Attachment 14: Location Routing Number - Permanent Number Portability.

## **56.0 Branding**

56.1 Specific provisions concerning the branding of services provided to CLEC by SBC ARKANSAS under this Agreement are contained in the following Attachments and

Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; Attachment 2: Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provision- Unbundled Network Elements; Attachment 8: Maintenance 251(c)(3) Unbundled Network Elements and 23: OS – Facilities Based, 251(c)(3) UNE and UNE-P.

## **57.0 End User Inquiries**

- 57.1 Except as otherwise required by Section 20.1, 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.
- 57.2 Except as otherwise required by Section 20.1, each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services: (i) provide the numbers described in Section 57.1 to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party or its products or services.
- 57.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.
- 57.4 CLEC acknowledges that SBC ARKANSAS may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

## **58.0 Disclaimer of Warranties**

- 58.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, 251(C)(3) UNBUNDLED, 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.

## **59.0 Definitions**

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

## **60.0 Resale**

60.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC ARKANSAS currently provides or hereafter offers to any End User in the geographic area where SBC ARKANSAS is the incumbent LEC will be made available to CLEC by SBC ARKANSAS for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, and other applicable Attachments.

## **61.0 251(c)(3) Unbundled Network Elements**

61.1 At the request of CLEC and pursuant to the requirements of the Act, SBC ARKANSAS will offer in the geographic area where SBC ARKANSAS is the incumbent LEC, 251(c)(3) Unbundled Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific provisions concerning 251(c)(3) Unbundled Network Elements are addressed in Attachment 6: 251(c)(3) Unbundled Network Elements, and other applicable Attachments.

## **62.0 Ordering and Provisioning, Maintenance, Connectivity Billing and Recording, and Provision of End User Usage Data**

62.1 In connection with its Resale of services to CLEC, SBC ARKANSAS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of End User Usage Data services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.

62.2 In connection with its furnishing 251(c)(3) Unbundled Networks Elements to CLEC, SBC ARKANSAS agrees to provide to CLEC Ordering and Provisioning Services,

Maintenance services, Connectivity Billing and Recording services and Provision of End User Usage Data services pursuant to the terms specified in Attachments 7, 8, and 9 respectively.

### **63.0 Network Interconnection Architecture**

63.1 Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties agree to utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. SBC ARKANSAS expressly recognizes that this provision and said Attachment are in no way intended to impair in any way CLEC's right to interconnect with 251(c)(3) unbundled Network Elements furnished by SBC ARKANSAS at any technically feasible point within SBC ARKANSAS' network, as provided in the Act.

### **64.0 Compensation for Delivery of Traffic**

64.1 The Parties agree to compensate each other for the transport and termination of traffic as provided in Attachment 12: Compensation.

### **65.0 Ancillary Functions**

Ancillary Functions may include, but are not limited to, Collocation, Rights-of-Way, Conduit and Pole Attachments. SBC ARKANSAS agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

### **66.0 AMENDMENTS AND MODIFICATIONS**

66.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. SBC ARKANSAS and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees); to the extent publication is required for filing of an amendment by a specific state.

66.2 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.

### **67.0 ENTIRE AGREEMENT**

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

## **68.0 SCOPE OF AGREEMENT**

68.1 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.

68.2 Except as specifically contained herein or provided by the FCC or any Commission within its 251(c)(3) jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

## **69.0 Other Requirements and Attachments**

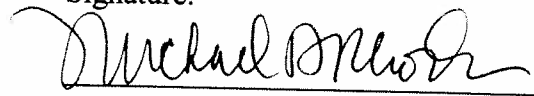
69.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; 251(c)(3) Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

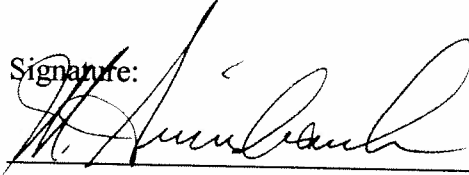
69.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of the remainder of this Agreement, except as may be necessary to interpret the Attachment.

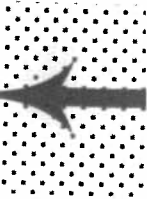
THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**ALLTEL Communications, Inc.**

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

Signature:  


Signature:  




Name: Michael D. Rhoda

Name: **Mike Auinbauh**

(Print or Type)

(Print or Type)

Title: Vice President – Business Development

Title: **AVP-Local Interconnection Marketing**

(Print or Type)

Date: July 12, 2005

Date: **JUL 13 2005**

OCN/AECN# 7969

**Intercarrier Compensation Option Choice:**

Designate Choice with X	Option Number	Description
	Option 1	Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic
	Option 2	All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's ISP Terminating Compensation Plan Rate
X	Option 3	Long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic

## **ATTACHMENT 1: RESALE**

All services made available to CLEC by SBC ARKANSAS for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

### **1.0 General Requirements**

- 1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC ARKANSAS currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC ARKANSAS in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory condition or limitations on, the resale of its telecommunication service pursuant to 251(b)(1) of the Act.

- 1.2 SBC ARKANSAS will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

Consistent with Section 2.5 of the General Terms and Condition of this Agreement, SBC ARKANSAS shall provide Resale Services under the following terms and conditions in this Appendix Resale.

- 1.3 SBC ARKANSAS will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Prepaid Calling Card, Joint User Services and all listed services contained in Pricing Schedule. Except as otherwise expressed herein, SBC ARKANSAS also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC ARKANSAS and not listed in Pricing Schedule.
- 1.4 SBC ARKANSAS will make available to CLEC for resale SBC ARKANSAS' Bill Plus and Consolidated Billing service at a discount of five per cent (5%) off of SBC ARKANSAS' tariffed rate for each service (or in the event either of these services is not tariffed, at the rate SBC ARKANSAS charges its subscribers).
- 1.5 SBC ARKANSAS will make available to CLEC for resale the following SBC ARKANSAS services at SBC ARKANSAS' tariffed rate for each service (or in the event



a service is not tariffed, at the rate SBC ARKANSAS charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Distance Learning
- Maintenance of Service Charges
- Company Initiated Suspension Services
- Telecommunications Service Priority Systems
- Access Services
- Joint User Service

1.5.1 Suspension of Service discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.

1.6 The following services are not being made available by SBC ARKANSAS to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

1.7 Telecommunications Services will be resold by SBC ARKANSAS to CLEC on terms and conditions that are reasonable and nondiscriminatory.

1.8 Directory Assistance and Operator Services

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

1.9 Directory Listings Requirements

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.

1.10 Unless otherwise provided in this Agreement, SBC ARKANSAS will perform all of its obligations hereunder throughout the entire service area where SBC ARKANSAS is the

incumbent local exchange carrier. SBC ARKANSAS will provide the services covered by this Attachment subject to the availability of facilities in this.

- 1.11 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's end users except for grandfathered services. However, CLEC may only offer grandfathered services to customers that are eligible to receive grandfathered services from SBC ARKANSAS.
- 1.12 The Parties will maintain restrictions on aggregation of toll service for resale. All other restrictions are presumed not to apply until the Parties identify and ask the Commission explicitly for imposition.
- 1.13 CLEC may terminate any Resale service within the period specified for termination of such Resale service in SBC ARKANSAS' tariff applicable to that service, unless a different period is specified in this Attachment 1: Resale.
- 1.14 A CLEC shall make its telecommunications services available for resale to SBC ARKANSAS on terms and conditions that are reasonable and nondiscriminatory.

## **2.0 Branding**

- 2.1 CLEC is free to brand the Resale services that SBC ARKANSAS provides to CLEC under the provisions of this Agreement. SBC ARKANSAS will not brand such Resale services provided to CLEC under this Agreement as being SBC ARKANSAS' services, although certain SBC ARKANSAS retail services that utilize electronic branding are subject to the further provisions of Section 2.1.1 below.
  - 2.1.1 SBC ARKANSAS offers certain retail services that utilize electronic branding to designate the services as SBC ARKANSAS retail services. Subject to applicable law, to the extent such services are made available for resale to CLEC end users, CLEC may request SBC ARKANSAS to rebrand such services as CLEC services or to offer them without a brand. SBC ARKANSAS will review such requests in a timely manner and provide a cost estimate. CLEC agrees to reimburse SBC ARKANSAS for its costs associated with the technical modifications necessary for such services to be unbranded or rebranded, including the costs to expedite the service availability to meet CLEC's needs. CLEC must accept the costs in writing before unbranding or rebranding technical modifications are performed and implemented. These branding and cost recovery provisions are applicable to services other than Directory Assistance and Operator Services offered by SBC ARKANSAS as of the effective date of this Agreement. To the extent other LSPs subsequently utilize such unbranded services, SBC ARKANSAS agrees to reimburse CLEC for a reasonable portion of its costs.

- 2.2 CLEC will provide the exclusive interface to CLEC end users in connection with the marketing, offering or provision of CLEC services, except as otherwise provided in this Agreement. In those instances where SBC ARKANSAS personnel interface directly with CLEC end users in respect to installation, maintenance, and repair services in connection with providing Resale services to CLEC, orally (either in person or by telephone) or in writing, such personnel will identify themselves as acting on behalf of their local service provider.
- 2.3 Branding provisions concerning SBC ARKANSAS' furnishing of all forms, business cards or other business materials to CLEC end users in connection with the ordering and provisioning and maintenance of Resale services provided for in this Agreement are contained in Attachments 2 and 3 of this Agreement.
- 2.4 CLEC will not, without SBC ARKANSAS' written authorization, offer the Resale services covered by this Agreement using trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC ARKANSAS or its affiliates.

### **3.0 Change in End User Local Service Provider Change of Local Service Provider**

- 3.1 With respect to the procedures to be used to change a local exchange service customer from SBC ARKANSAS or another LSP to CLEC, SBC ARKANSAS will charge CLEC a customer change charge of \$5.00.
- 3.2 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from SBC ARKANSAS or another LSP to CLEC, SBC ARKANSAS will charge CLEC ~~only~~ the Primary Local Exchange Carrier Selection Charge and any applicable wholesale non-recurring charges for the features and services added.
- 3.3 This Section Intentionally Left Blank
- 3.4 Upon an end user's subscription to CLEC local Resale service, SBC ARKANSAS will promptly remove from the LIDB any SBC ARKANSAS assigned telephone line based calling card number (TLN) applicable to that end user.

### **4.0 Pricing**

- 4.1 Except as set forth in Appendices DA - Resale, OS - Resale, White Pages - Resale, and Customized Routing - Resale, The prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Services/Pricing.
- 4.2 Promotions of telecommunications services subject to resale pursuant to the requirements of the Act, of ninety-one (91) days or more will made available for resale to CLEC on

terms and conditions no less favorable than those SBC ARKANSAS makes available to its customers and will be made available at the avoided cost discount from the promotional retail rate.

## **5.0 Restrictions on Resale**

- 5.1 CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless the Arkansas commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business end users SBC ARKANSAS' Resale services that are restricted by SBC ARKANSAS' tariffs to use by residential subscribers. SBC ARKANSAS is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC ARKANSAS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.
- 5.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its end users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

## **6.0 Dialing Parity**

- 6.1 For all call types associated with the Resale services provided to CLEC by SBC ARKANSAS under this Agreement: (i) a CLEC Customer will not be required to dial any greater number of digits than a similarly-situated SBC ARKANSAS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by a CLEC end user will be at least equal in quality to that received by a similarly situated SBC ARKANSAS customer; and (iii) the CLEC end user may retain its local telephone number provided the customer remains within the same wire center. End users of CLEC and end users of SBC ARKANSAS will have the same exchange boundaries; such end users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

## **7.0 Maintenance**

Maintenance will be provided by SBC ARKANSAS in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

## **8.0 Changes in Retail Service**

SBC ARKANSAS will notify CLEC, via Accessible Letter, ten (10) days prior to the time a tariff or promotional letter for promotions longer than ninety (90) days is filed with the Arkansas Public Service Commission for services available for resale at a discount pursuant to the requirements of the Act, of any changes in the prices, terms and conditions under which SBC ARKANSAS offers telecommunications services at retail to subscribers who are not telecommunications service providers or carriers, including the introduction of any new features, functions, services, promotions longer than ninety (90) days, or the discontinuance of current features or services.

## **9.0 Billing for Local Service**

9.1 SBC ARKANSAS will bill CLEC for Resale services provided by SBC ARKANSAS to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 4: Connectivity Billing and Recording-Resale.

9.2 SBC ARKANSAS will recognize CLEC as the customer of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

## **10.0 Operational Requirements**

10.1 SBC ARKANSAS will provide operational interfaces to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 2: Ordering and Provisioning-Resale.

10.2 SBC ARKANSAS will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

## **APPENDIX SERVICES/PRICING**

**1.0** This Appendix Services/Pricing describes several services which SBC ARKANSAS will make available to CLEC for resale pursuant to the Agreement and Attachment 1: Resale. This list of services is neither all inclusive nor exclusive. All services or offerings of SBC ARKANSAS which are required to be offered for resale pursuant to the Act are subject to the terms herein, even if not specifically enumerated or described in this Appendix.

### **2.0 PLEXAR Families of Services Requirements**

**2.1** CLEC may purchase the entire set of PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. CENTREX is a Grandfathered Service and CLEC may only offer it to customers that are eligible to receive CENTREX from SBC ARKANSAS. The PLEXAR families of services provided for resale will meet the following requirements:

**2.1.1** All features and functions of PLEXAR families of services, whether offered under tariff or otherwise, will be available to CLEC for resale. Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding continuous property limitations, which was previously found reasonable by the Texas Commission, will not apply.

**2.2** CLEC may aggregate the PLEXAR families of services, local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.

**2.3** CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC will pay the rates for DS-1 termination set forth herein for such service.

**2.4** CLEC may be required to pay a charge, for the cost of suppressing the need for CLEC Customers to dial "9" when placing calls outside the PLEXAR families of services.

**2.5** CLEC may use off-premises extensions in conjunction with the Private Line Services and PLEXAR families of services to provide service to CLEC Resale service customers having locations outside of the geographic territory in which SBC ARKANSAS provides local exchange service as the incumbent LEC.

**2.6** CLEC may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, PLEXAR Express, or PLEXAR Custom) for resale.

**2.7** SBC ARKANSAS will furnish PLEXAR Custom services to CLEC for resale subject to Section 2.1.1 of this Appendix. SBC ARKANSAS' provision of PLEXAR Custom will

be as specified in this paragraph. SBC ARKANSAS will offer CLEC the same price SBC ARKANSAS provides to its Customers less costs that will be avoided. In addition, SBC ARKANSAS will provide CLEC with the same technical and system design support that SBC ARKANSAS makes available to SBC ARKANSAS' PLEXAR Custom sales teams and agents. Such support will be provided by SBC ARKANSAS to CLEC with the same quality and timelines that SBC ARKANSAS provides to SBC ARKANSAS' PLEXAR sales teams and agents. Access to appropriate training for PLEXAR Custom sales and sales support will be provided to CLEC by SBC ARKANSAS at a reasonable price, mutually acceptable to SBC ARKANSAS and CLEC.

### **3.0 CLASS and Custom Features Requirements**

- 3.1 CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, including packages (e.g., "The Works"), without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. CLEC may package any services so purchased for purposes of resale to its customers. SBC ARKANSAS will provide to CLEC a list of all services and features. As requested by CLEC, SBC ARKANSAS will provide a definition of these services and features and how they interact with each other to the extent such information is not otherwise publicly available. To the extent this information provided by SBC ARKANSAS differs from the tariff, the tariff prevails. SBC ARKANSAS will provide all features and services pursuant to the provisions of Attachment 2: Ordering and Provisioning.

### **4.0 Voluntary Federal Customer Financial Assistance Programs**

- 4.1 Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America. When such SBC ARKANSAS customers choose to obtain Resale service from CLEC, SBC ARKANSAS will confirm such customers' eligibility to participate in such SBC ARKANSAS programs to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SBC ARKANSAS' Voluntary Federal Customer Financial Assistance Programs services are eligible to receive same.

### **5.0 E911/911 Services**

- 5.1 Where available SBC ARKANSAS will afford CLEC's customers with resold lines the ability to make 911 calls. CLEC will pay the appropriate PSAP applicable 911 surcharges (as defined by the appropriate Oversight Body) on resold lines. Where requested by SBC ARKANSAS, CLEC will provide SBC ARKANSAS with accurate and complete information regarding its customers in a format and time frame prescribed

by SBC ARKANSAS for purposes of 911 administration. SBC ARKANSAS will provide to CLEC, for CLEC Customers, E911/911 call routing to the appropriate PSAP. SBC ARKANSAS will make CLEC Customer information available to the appropriate PSAP. SBC ARKANSAS shall use its service order process to update and maintain, on the same schedule that it uses for its Customers, the CLEC Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Database) used to support E911/911 services.

## **6.0 Services to Disabled Customers**

6.1 SBC ARKANSAS agrees any services it offers to disabled customers will be made available to CLEC for its customers who qualify as disabled customers. When a SBC ARKANSAS customer eligible for services offered to disabled customers chooses to obtain Resale services from CLEC, SBC ARKANSAS will make all information regarding such customer's eligibility for disabled services available to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for ensuring that its customers to whom it resells SBC ARKANSAS' disabled services are eligible to receive same.

## **7.0 Telephone Relay Service**

7.1 Where SBC ARKANSAS provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), SBC ARKANSAS will make such service available to CLEC at no additional charge, for use by CLEC customers who are speech or hearing-impaired. If SBC ARKANSAS maintains a record of customers who qualify under any applicable law for Telephone Relay Service, SBC ARKANSAS will make such data available to CLEC as it pertains to CLEC Resale service customers.

## **8.0 Lifeline Services**

8.1 "Lifeline Services" are Resale services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body. SBC ARKANSAS agrees that any Lifeline Services it offers to customers will be available to CLEC for customers who meet such eligibility requirements.

8.2 When a SBC ARKANSAS Lifeline Services customer chooses to obtain Resale service from CLEC, SBC ARKANSAS will confirm such SBC ARKANSAS customer's Lifeline Service eligibility to CLEC, in electronic format in accordance with the procedures set forth in Attachment 2: Ordering and Provisioning - Resale. CLEC is responsible for



ensuring that its customers to whom it resells SBC ARKANSAS' Lifeline Services are eligible to receive same.

## **9.0 Advanced Intelligent Network**

- 9.1 CLEC may purchase those Advanced Intelligent Network ("AIN") Telecommunication Services SBC ARKANSAS offers at retail, under tariff or otherwise, to subscribers who are not telecommunications carriers.
- 9.2 All service levels, features and function components of AIN provided by SBC ARKANSAS and offered for resale by CLEC will be provided by SBC ARKANSAS at parity with the same services SBC ARKANSAS offers to its own customers.
- 9.3 CLEC may purchase any and all levels of AIN service for Resale services, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service where technically feasible.

## **10.0 Pay Phone Services**

- 10.1 "Pay Phones" are defined as telephone sets which are available to the public for use in sending and/or receiving telephony services. These phones may be activated by depositing coins into said sets, or non-coin sets which limit the public's billing options to pay for telephony based services. SBC ARKANSAS does not offer "pay phones" to any customers and will not offer "pay phones" to CLEC for resale.
- 10.2 "Pay Phone Service" is defined as the provision of pay phone lines, including the provision of pay phone lines to correctional institutions for inmate telephone service. Pay phone lines are defined as the loop from the pay phone instrument to the Serving Wire Center. Such lines may be attached to Customer Owned Pay Telephone Services or COPTS coin phones, COPTS coinless phones and semi-public phones. SBC ARKANSAS currently offers two types of pay phone services: (1) Customer Owned Pay Telephone Services (COPTS), and (2) SmartCoin.
- 10.3 CLEC may purchase COPTS and SmartCoin service for purposes of Resale to an CLEC customer. SBC ARKANSAS will provide to CLEC for resale the COPTS and SmartCoin services and associated services addressed in Section 10 of this Appendix Services/Pricing to Attachment 1: Resale, where offered by SBC ARKANSAS.
- 10.4 PIC selection for COPTS and SmartCoin lines will be governed by Section 3.3 of Attachment 2: Ordering & Provisioning - Resale.
- 10.5 SBC ARKANSAS will make available to CLEC any and all technology related to COPTS and SmartCoin services, unless expressly mandated otherwise by applicable

Federal or State Regulatory rules. When such situations occur, SBC ARKANSAS will work cooperatively with CLEC to establish a mutually agreeable solution of such ruling.

- 10.6 With COPTS and SmartCoin services, SBC ARKANSAS will provide CLEC through SBC ARKANSAS' applicable tariffs all appropriate screening functions and features to minimize fraud potential.
- 10.7 SBC ARKANSAS will provide CLEC all appropriate functions and features offered to SBC ARKANSAS' customers to allow CLEC Customers of COPTS and SmartCoin services to employ restrictive billing and call-blocking. An example of such a feature is Selective Class of Call Screening.
- 10.8 SBC ARKANSAS will provide CLEC all options related to COPTS and SmartCoin it provides to SBC ARKANSAS' own subscribers of such services.
- 10.9 SBC ARKANSAS will forward all local coin calls originated from CLEC COPT coin, COPT coinless and semi-public lines to the designated CLEC line or trunk group for handling.

#### **11.0 Call Trace**

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

#### **12.0 Suspension Services**

- 12.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to their customers. CLEC may also provide a Company Initiated Suspension service for their own purposes. Should CLEC choose to suspend their end user through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If CLEC issues a disconnect on their end user account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should CLEC issue a disconnect after the fifteen (15) day suspension period, CLEC will be responsible for all appropriate charge on the account back to the suspension date. Should

CLEC restore their end user, a Service Connection Charge for Restoral of Service will apply and CLEC will be billed for the appropriate service from the time of suspension.

### **13.0 Payments of Rates & Charges from a Third Party**

- 13.1 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by SBC ARKANSAS for billing to resold end-user accounts will be returned as unbillable and will not be passed on to CLEC for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by SBC ARKANSAS.

### **14.0 Services Available for Resale and Associated Prices**

- 14.1 SBC ARKANSAS's Retail Telecommunications Services available for Resale at a 14.5% discount are listed on Pricing Schedule.

### **16.0 CSA Contract Wholesale Discount**

- 16.1 SBC ARKANSAS shall make available existing SBC ARKANSAS retail Customer Specific Pricing (CSP) contracts for resale. CLEC will assume in writing the balance of the terms, including volume, term and termination liability in such existing contract with a current retail or resold SBC ARKANSAS end user at the time of conversion. An assumption of an existing contract where the terms and conditions are not altered, excepting wholesale discount, will not constitute ground for collection of a termination liability. The following wholesale discounts will apply:

Existing CSP, Non-tariffed Customer Specific Contract (e.g. ICB) 5.0%

Existing CSP, Tariffed Volume and Term Contract 8.0%

## APPENDIX DA-RESALE

### SBC ARKANSAS-PROVIDED DIRECTORY ASSISTANCE SERVICE

This Appendix DA-Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC ARKANSAS agrees to provide Directory Assistance Service (DA Service) for CLEC, but only upon CLEC's request thereof.

#### **1.0 Service**

1.1 DA Service consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the home NPA and/or local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

1.2 **Directory Assistance Call Completion (DACC)** a service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.

1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)** A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states

1.4 **BUSINESS CATEGORY SEARCH (BCS)** - A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call. When this service is used in connection with Resale services the applicable wholesale discount will apply. When this service is used in connection with switched-based and facilities-based services, no discount will apply.

1.5 **REVERSE DIRECTORY ASSISTANCE (RDA)** An informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

2.0 **Definitions** - The following terms are defined as set forth below:

2.1 **Directory Assistance Services.** SBC ARKANSAS will provide the following DA Services:

- 2.1.1 **Local Directory Assistance.** Consists of providing published name, address and telephone number to the dialing end user.
- 2.1.2 **Directory Assistance Call Completion (DACC)** [Sometimes also known as “Express Call Completion” (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 2.1.3 **National Directory Assistance (NDA)** A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 2.1.4 **Reverse Directory Assistance (RDA)** An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
- 2.1.5 **Business Category Search (BCS)** A service in which the end user 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.
- 2.1.6 **Emergency Non-Pub Number Request.** A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user with the calling party’s name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user’s telephone number to the calling party.
- 2.2 **Non-List Number** - A Telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC ARKANSAS DA Operator.
- 2.3 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC ARKANSAS DA Operator.
- 2.4 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SBC ARKANSAS DA Operator.
- 2.5 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.6 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

### **3.0 Call Branding**

3.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA call. Where technically feasible and/or available, SBC ARKANSAS will brand OS in CLEC's name based upon the criteria outlined below

3.2 Where SBC ARKANSAS provides CLEC Operator Services (DA) and DA services via the same trunk, both the DA and DA calls will be branded with the same brand. Where SBC ARKANSAS is only providing DA on behalf of the CLEC, the calls will be branded.

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

3.2.2 CLEC will provide SBC ARKANSAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services

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

3.2.4 Silent branding has the same requirements and rates as the audible brand as addressed in 3.0.

### **4.0 DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION**

4.1 An SBC database referenced by an SBC Operator for CLEC DA specific Reference/Rater information based upon the criteria.

4.1.1 CLEC will furnish DA Reference and Rater information in accordance with the process outlined in the Operator Services Translation Questionnaire (OSTQ).

4.1.2 CLEC will inform SBC ARKANSAS, via the Operator Services Translation Questionnaire (OSTQ) of any changes to be made to Reference/Rater information

- 4.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Reference or Rater information.
- 4.1.4 In all cases when SBC ARKANSAS receives a rate request from an CLEC end user, SBC ARKANSAS will quote the Operator Services rates provided by CLEC.

## **5.0 Responsibilities of SBC ARKANSAS**

- 5.1 CLEC agrees that due to customer quality and work force scheduling, SBC ARKANSAS will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 5.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC ARKANSAS Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from SBC ARKANSAS, 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.
- 5.3 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.
- 5.4 CLEC will furnish to SBC ARKANSAS a completed OSTQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.5 CLEC will provide SBC ARKANSAS updates to the OSTQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 5.6 CLEC will send the DA listing records to SBC ARKANSAS for inclusion in SBC ARKANSAS DA database via electronic gateway as described in Appendix WP.
- 5.7 CLEC agrees that SBC ARKANSAS may utilize CLEC's End User's listings contained in SBC ARKANSAS directory assistance database in providing existing and future SBC ARKANSAS directory assistance or DA related services.
- 5.8 CLEC further agrees that SBC ARKANSAS can release CLEC's directory assistance listings stored in SBC ARKANSAS directory assistance database to competing providers.

## **6.0 Pricing**

- 6.1 Rates to be charged to CLEC by SBC ARKANSAS for the DA Services provided pursuant to this Appendix are set forth in the Pricing Schedule of this Agreement. In states where SBC ARKANSAS affords customers making calls to DA a monthly free call allowance, SBC ARKANSAS will afford CLEC's customers making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.

## **7.0 Liability**

- 7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.



**APPENDIX OS-RESALE****SBC ARKANSAS -PROVIDED LOCAL & INTRALATA  
OPERATOR ASSISTANCE SERVICES**

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC ARKANSAS agrees to provide local and intraLATA operator services (Operator Services) for CLEC, but only upon CLEC's request therefore. This Appendix applies only to operator assistance services provided within a LATA.

**1.0 SBC ARKANSAS will provide the following three tiers of Operator Services:**

- 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SBC ARKANSAS Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SBC ARKANSAS has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

**2.0 SBC ARKANSAS will provide to CLEC the call types in Sections 3.0 through 8.0 below:**

**3.0 Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:

- 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
- 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

- 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 4.0 Semi-Automated Station-to-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 Semi-Automated Person-to Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached 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. This service may also include:
- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 7.0 Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 8.0 Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC

ARKANSAS' Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

**9.0 Call Branding** - The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

9.1 Where technically feasible and/or available, SBC ARKASAS will brand OS in CLEC's name based upon the criteria outlined below

9.2 Where SBC ARKANSAS 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 ARKANSAS is only providing OS on behalf of the CLEC, the calls will be branded.

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

9.3 CLEC will provide SBC ARKANSAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

9.3.1 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 ARKASAS on behalf of CLEC when such services are provided in conjunction with the purchase of SBC ARKANSAS Lawful unbundled local switching.

## **10.0 OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION**

10.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.

10.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Translation Questionnaire (OSTQ).

10.1.2 CLEC will inform SBC ARKANSAS, via the Operator Services Translation Questionnaire (OSTQ) of any changes to be made to Reference/Rater information

10.1.3 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.

10.1.4 In all cases when SBC ARKANSAS receives a rate request from an CLEC end user, SBC ARKANSAS will quote the Operator Services rates provided by CLEC.

## **11.0 Other Operator Assistance Services**

- 11.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 11.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 11.3 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC ARKANSAS 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 ARKANSAS 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 ARKANSAS will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC ARKANSAS from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.
- 11.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

## **12.0 Responsibilities of the Parties**

- 12.1 CLEC agrees that due to quality of service and work force scheduling, SBC ARKANSAS will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 12.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC ARKANSAS Operator assistance switch. Should CLEC seek to obtain interexchange OS from SBC ARKANSAS, 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.

- 12.3 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.
- 12.4 CLEC will furnish to SBC ARKANSAS a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 12.5 SBC ARKANSAS will accumulate and provide to CLEC data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement necessary for CLEC to verify traffic volumes and bill its end users.

### **13.0 Methods and Practices**

- 13.1 SBC ARKANSAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC ARKANSAS at the time the call is made, unless otherwise agreed in writing by both Parties.

### **14.0 Pricing**

- 14.1 Rates to be charged to CLEC by SBC ARKANSAS for the Operator Services provided pursuant to this Appendix are set forth in Pricing Schedule of this agreement.

### **15.0 Liability**

- 15.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

## **APPENDIX WHITE PAGES (WP) - RESALE**

This Appendix White Pages - Resale (WP-Resale) to Attachment 1: Resale, sets forth SBC ARKANSAS' and CLEC's agreement to the following terms and conditions for the inclusion of CLEC Customer information associated with Resale services in the White Pages directories:

### **1.0 Introduction**

- 1.1 SBC ARKANSAS publishes White Pages directories for geographic local service areas in which CLEC also provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC ARKANSAS White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's customers of the White Pages directories that include listings of such customers.
- 1.3 SBC ARKANSAS will make available to CLEC, for these CLEC customers, non-discriminatory access to White Pages directory listings (Directory Listings), as described in Section 2.0 of this Attachment.

### **2.0 Service Provided**

- 2.1 SBC ARKANSAS will use the practices and procedures and the rules and regulations applicable to its provision of White Pages directories on a nondiscriminatory basis. SBC ARKANSAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC customers (other than non-published or non-list Customers) located within the local directory area. The rules, regulations and SBC ARKANSAS' practices are subject to change from time to time. When CLEC provides its subscriber listing information to SBC ARKANSAS' listings database, CLEC will receive for its End User, one primary listing in SBC ARKANSAS' White Pages directory and a listing in SBC ARKANSAS' directory assistance database.
- 2.2 CLEC will furnish to SBC ARKANSAS subscriber listing information pertaining to CLEC customers located within the SBC ARKANSAS local directory area, along with such additional information as SBC ARKANSAS may require to prepare and print the alphabetical listings of said directory. SBC ARKANSAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures and ordering instructions provided via the CLEC Online website. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC will submit changes to listing information within one (1) Business Day of the effective date of the change (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. Both

parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC must submit all listing information intended for publication by the directory close date.

- 2.3 SBC ARKANSAS will include the listing information for CLEC's customers for Resale services in SBC ARKANSAS' White Pages directory database in the same manner as it includes listing information for SBC ARKANSAS' end user customers.
- 2.4 SBC ARKANSAS will provide, via the SBC CLEC Online web site, the directory listing criteria, methods, procedures, and ordering information to CLEC for White Pages listings and will provide changes to such criteria not later than thirty (30) days in advance of such changes becoming effective. This information will include, but not be limited to:
  - 2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);
  - 2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available;
- 2.5 CLEC may purchase unpublished, unlisted, foreign, enhanced or other listings in addition to the primary listing on a per listing basis and will pay SBC ARKANSAS amounts attributable to such listings used by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.
- 2.6 CLEC can access via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC ARKANSAS will provide directory schedule updates, including the directory schedule for a new calendar year, not later than thirty (30) calendar days prior such changes becoming effective.
- 2.7 CLEC's subscriber listings are to be interfiled (interspersed) with SBC ARKANSAS' and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
- 2.8 SBC ARKANSAS will deliver White Pages directory to CLEC's End Users at no charge in the same manner and at the same time that they are delivered to SBC ARKANSAS subscribers during the annual delivery of newly published directories.
- 2.9 SBC ARKANSAS has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC ARKANSAS directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.

- 2.10 At its option, CLEC may purchase one (1) information pages (Customer Guide Pages) in the informational section of the SBC ARKANSAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC ARKANSAS information pages. CLEC will provide to SBC ARKANSAS, sixty (60) days prior to the directory close date, the information page(s) in camera ready format. SBC ARKANSAS will have the right to approve, and, with CLEC's agreement, SBC ARKANSAS may, but is not required to, revise the format and content of such information page(s). See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.11 SBC ARKANSAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8<sup>th</sup> page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published sixty (60) calendar days prior to directory close date, CLEC will provide SBC ARKANSAS the information, including its logo, to be published on the information page according to the instructions provided on SBC CLEC Online website (CLEC will be limited to a maximum of one representation in any single edition of a SBC ARKANSAS White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).
- 2.12 SBC ARKANSAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC ARKANSAS will provide daily electronic directory listing verification via SBC ARKANSAS White Page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.13 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC ARKANSAS will provide CLEC, upon request, an electronic verification report, in directory appearance format of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC ARKANSAS will accept standing requests this report on those White Page directories specified by CLEC.
- 2.14 A CLEC specific directory listing verification list, in a fielded data validation format also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This verification list shall contain only CLEC's End Users and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to



SBC ARKANSAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC ARKANSAS Business Office Close date for that directory, provided that SBC ARKANSAS made the electronic verification list available to CLEC in a timely manner as specified above.

### **3.0 Ownership and Use of Subscriber Listing Information**

- 3.1 Subscriber listing information for Resale services, maintained in SBC ARKANSAS' White Page database including listings of CLEC Customers, is and will remain the property of SWBT. SWBT may provide to third parties such subscriber listing information that includes CLEC Customers. Nothing in this Section is intended to preclude CLEC's independent development of subscriber listing information and provision of the same to third parties. [Keep the original A2A language. RK-R].

## **ATTACHMENT 2: ORDERING AND PROVISIONING - RESALE**

### **1.0 General Requirements**

Except as provided in Attachment 27: Operation Support System (OSS) SBC ARKANSAS will provide for manual pre-order, ordering and provisioning services for manually submitted orders, conversion orders and/or manual migration orders associated with SBC ARKANSAS' Resale services under the Agreement pursuant to the requirements set forth in this Attachment.

- 1.1 For all Resale services ordered and submitted manually under the Agreement, SBC ARKANSAS will provide pre-order, ordering and provisioning services in parity to the services SBC ARKANSAS provides to its End Users.
- 1.2 SBC ARKANSAS agrees to provide, the pre-service ordering information (i.e., address verification, telephone number assignment, and Customer Service Record information (CSR) in English, USOC and FID format subject to the most current version of the Local Service Pre-Ordering Requirements (SBC ARKANSAS' LSPOR) and the terms and conditions as set forth in Attachment Resale.
- 1.3 Pre-order, Ordering and Provisioning requests for Manual Migration and/or Conversion of Resale Services provided by SBC ARKANSAS to the CLEC, where the CLEC is not utilizing an electronic OSS interface, will be transmitted via facsimile to the CLEC's Local Service Center (LSC). In coordinating conversions or migrations, each Party's LSC will respond to the other Party's calls with the same level of service in which that Party provides to its local exchange End Users.
- 1.4 Each Party will provide a Single Point of Contact (SPOC) for all of CLEC's ordering status inquiries or escalation contacts (via an 800# to that Party's LSC or equivalent) between 8:00 A.M. C.S.T. to 5:30 P.M., C.S.T., Monday through Friday (except holidays) will perform such provisioning services to CLEC in the same manner it does for itself.
- 1.5 SBC ARKANSAS will respond to emergency requests for after hours provisioning via the Local Ordering Center (LOC), 24 hrs/day, 7 days a week. Each Party will provide ordering, provisioning and migration services for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through its LSC or LOC as applicable. Either Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the other Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 A.M. to 5:30 P.M.) ordering, provisioning and migration services. For each requests for the other Party to perform such services, the Requesting Party will quote, within one (1) business day of the request, a cost-based rate for the number of hours and material estimated for such services. If the Requesting Party accepts the Requested Party's quote, the Requested Party will perform

such services to the Requesting Party in the same manner as it does for itself and will bill the Requesting Party for the actual hours worked and material used.

- 1.6 The Parties will provide each other the same provisioning intervals and procedures for design and complex services that it provides to its End Users.
- 1.7 Layout Record Cards for designed or complex Resale services, upon request by the CLEC;
- 1.8 Each Party will provide to the other advanced information on the details and requirements for planning and implementation of NPA splits within that Party's servicing area.
- 1.9 SBC ARKANSAS will provide a subset of the Street Address Guide (SAG), which includes street addresses and the associated serving switches, enabling CLEC to map a End User address to a specific serving switch via CDROM, its website or other mutually agreed upon methods.
- 1.10 Each Party will train its employees who have contact with the other Party or any other LSP not to discriminate or disparage against any LSP or LSP End User, including the Parties to this Agreement.
- 1.11 Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact the daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.
- 1.12 SBC ARKANSAS and CLEC will work cooperatively regarding fraud and service annoyance handling.
- 1.13 All misdirected calls from either Party's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that End Users become identifiable, such End Users will be directed to call the respective Party at a designated 800 number. CLEC and SBC ARKANSAS will agree on the scripts to be used for this purpose.
- 1.14 Each Party's LSC or equivalent will provide design and coordination support for all designed and/or complex Resale services provided to the other Party. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 1.15 SBC ARKANSAS will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SBC ARKANSAS 9-1-1 database for End User served by CLEC through resale. CLEC may

request that electronic compare files be provided for all of CLEC's resale End User accounts in Arkansas (sorted by NPA), or by specific NPA. At CLEC's option, SBC ARKANSAS will provide the electronic compare file on diskette, or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SBC ARKANSAS within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SBC ARKANSAS via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the Parties.

## **2.0 Pre-Order and Ordering Interface Requirements**

2.1 SBC ARKANSAS will provide to CLEC a Firm Order Confirmation (FOC), service completion, and other provisioning data and information.

2.2 For migration activity, in response to a Party's CSR (Customer Service Request) the other Party will provide End User information, including End User name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the End User is provisioned. Also, the other Party will:

2.2.1 Identify features and services to which the End User subscribes (Each Party agrees that its representatives will not access the information specified in this Subsection until after the End User requests that the End User's local exchange service provider be changed to that Party);

2.2.2 Assign a telephone number (if the End User does not have one assigned). Reservation and aging of these numbers remain the assigning Party's responsibility.

2.2.3 Perform address verification.

2.3 All CSR data exchanged must include English, USOC and FID format.

## **3.0 Ordering Requirements**

3.1 Pursuant to Attachment 1 Resale and upon CLEC's request through a non-vacation Suspend/Restore order, will suspend or restore the functionality of any applicable Resale service, where technically feasible and in parity with SBC ARKANSAS's End Users.

3.2 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the other Party'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. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in the Pricing Schedule.
- 3.3 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 the other Party's network, without regard to the identity of that End User's non-facilities based local service provider of record.
  - 3.4 When a CLEC End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in the Pricing Schedule and are applied per billable telephone number.
  - 3.5 SBC ARKANSAS will provide to CLEC the functionality of blocking calls (e.g., 900, , international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SBC ARKANSAS provides such blocking capabilities to its End Users and to the extent required by law.
  - 3.6 When ordering a Resale service, CLEC may order from SBC ARKANSAS separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order as discussed in Attachment 1, Resale. SBC ARKANSAS will accept PIC change orders for intraLATA toll and long distance services.
  - 3.7 When a Party to this agreement submits migration orders for a Resale service, all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of switch feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
  - 3.8 When SBC ARKANSAS converts a CLEC 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, including changes to PIC and LPIC, will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Pricing Schedule; no wholesale discount is available for the non-recurring service order charges for those services listed in Pricing Schedule under the heading "OTHER (Resale)."
  - 3.9 SBC ARKANSAS will provide with standard provisioning intervals for all Resale services.

- 3.10 SBC ARKANSAS will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. SBC ARKANSAS will use a mechanized process to ensure that SBC ARKANSAS' directory listing, 911 and LIDB information for the End User is not deleted during the process of converting that End User to resold service provided by a CLEC.

#### **4.0 Provisioning Requirements**

- 4.1 Except in the event of the migration of an End User's service, only the provider of record can make changes to that End User's service.
- 4.2 Upon request from CLEC, SBC ARKANSAS will provide an intercept referral message that includes any new telephone number of a CLEC End User for the same period of time that SBC ARKANSAS provides such messages for its own End User. CLEC and SBC ARKANSAS will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SBC ARKANSAS for its own End User.
- 4.3 SBC ARKANSAS will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple Working Telephone Numbers (WTNs) may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, Due Date (DD), Service Order number.
- 4.4 Upon work completion, SBC ARKANSAS will provide CLEC, an SOC (Service Order Completion) notice via facsimile or other mutually agreed upon method.
- 4.5 Where available, SBC ARKANSAS will perform pre-testing for support of Complex Resale Services and will, upon request, provide all test and turn up results in support of said pre-testing via facsimile or as mutually agreed upon by the Parties.
- 4.6 As soon as identified, SBC ARKANSAS will provide CLEC any reject error notifications via facsimile or other method agreed upon by the Parties.
- 4.7 When available, SBC ARKANSAS will provide CLEC notice when SBC ARKANSAS' committed Due Date (DD) is in jeopardy of not being met by SBC ARKANSAS on any Resale service via facsimile or other method as mutually agreed upon by the Parties. When available SBC ARKANSAS will concurrently provide the revised DD via facsimile or other method as agreed upon by the Parties.
- 4.8 When a SBC ARKANSAS employee visits the premises of a CLEC End User, the SBC ARKANSAS employee must inform the End User that he or she is there acting on behalf of CLEC. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that SBC ARKANSAS was on

their premises acting on behalf of CLEC. "CLEC branded" materials, to be utilized by SBC ARKANSAS installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SBC ARKANSAS by and at the sole expense of CLEC. SBC ARKANSAS will not rebrand its vehicles and personnel.

- 4.9 SBC ARKANSAS technicians will direct CLEC End User to contact their local service provider if a CLEC End User requests a change in service at the time of installation.
- 4.10 SBC ARKANSAS will provide via facsimile or as otherwise agreed upon by the Parties, notification of any additional charges, included by not limited to, labor, expedited charges, engineering and proprietary requests associated with a given service. SBC ARKANSAS will provide via facsimile, or as otherwise agreed upon by the Parties, notification of any additional charges associated with a given service including required construction charges for a given service. When construction is involved, SBC ARKANSAS will obtain the CLEC's approval prior to commencing construction under a CLEC's order for such service. Rates associated with this Section will be applied in parity to SBC ARKANSAS Resale tariffs, or as mutually agreed to by the Parties.

## **5.0 Order Format and Data Elements for Resale Service**

- 5.1 When ordering Resale services, CLEC will use SBC ARKANSAS's most current version of the LSOR.
- 5.2 Order format specifications for all migration and/or conversion of Resale services available to be ordered and all End User data required by will be made available by SBC ARKANSAS to the CLEC, pursuant to SBC ARKANSAS's most current version of the SBC ARKANSAS LSOR, which will be made available via the SBC ARKANSAS website or as otherwise mutually agreed upon by the Parties.
- 5.3 Appropriate ordering and provisioning codes to be used for each Resale service available to be ordered will be made available by SBC ARKANSAS to CLEC, pursuant to SBC ARKANSAS' most current version of the SBC ARKANSAS LSOR, which will be made available via the SBC ARKANSAS website or as otherwise mutually agreed upon by the Parties.

## **6.0 Order Due Date**

- 6.1 When CLEC places an order, SBC KANSAS will specify a Desired Due Date (DDD) and SBC KANSAS will specify a due date (DD) based on the available intervals. In the event SBC KANSAS DD is less than the standard interval, the service order will be assigned a DD using the applicable interval. Rates associated with a change in an order DD are identified in the Pricing Schedule.

- 6.2 If expedited service is requested, the CLEC Party will populate the Expedite and Expedite Reason on the request. SBC ARKANSAS will contact the CLEC and the Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order. Rates for expedited DDs and changes to the expedited DDs will apply as reflected in SBC ARKANSAS' Appendix Pricing, Schedule of Prices labeled "Service Order Charges Unbundled Element Expedited." SBC ARKANSAS will not complete the order prior to the DD or later than the DD unless authorized by the CLEC.

## **7.0 Charging for Processing of Requests for Resold Services**

- 7.1 When a CLEC End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Pricing Schedule. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 7.2 When a Party 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, including changes to PIC and LPIC, will be applied in addition to the conversion charge. Each Party 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 Pricing Schedule under the heading "OTHER (Resale)."



### **ATTACHMENT 3: MAINTENANCE - RESALE**

#### **1.0 General Requirements**

- 1.1 SBC ARKANSAS will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Attachment.

#### **2.0 Maintenance**

- 2.1 SBC ARKANSAS will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by SBC ARKANSAS in serving its End User, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

#### **3.0 Repair Service Response**

- 3.1 SBC ARKANSAS technicians will provide repair service that is at least equal in quality to that provided to SBC ARKANSAS End Users; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC ARKANSAS End Users. CLEC and SBC ARKANSAS agree to use the severity and priority restoration.

#### **4.0 Intercompany Communications**

#### **5.0 Emergency Restoration Plan**

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

#### **6.0 Misdirected Repair Calls**

- 6.1 All misdirected repair calls to SBC ARKANSAS from CLEC End Users will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC ARKANSAS will refer CLEC End Users (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC ARKANSAS '

territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all End Users. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC ARKANSAS End Users to a SBC ARKANSAS designated number.

## **7.0 Repair Procedures**

7.1 SBC ARKANSAS agrees to the following:

7.1.2 The SBC ARKANSAS LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number) 24 hours per day, seven (7) days a week.

7.1.3 While in manual mode operation, SBC ARKANSAS will provide CLEC "estimated time to restore." Upon request, SBC ARKANSAS LOC will provide CLEC status of missed repair commitments. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, additional status will be provided at the CLEC's request. The original trouble commitment will not be changed due to possible loss of priority for that End\_User. All missed appointments (e.g., vendor meets) will be handled in the same way. See Attachment 27 OSS for an electronic processing.

7.1.4 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

## **8.0 Escalation Procedures**

8.1 SBC ARKANSAS will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SBC ARKANSAS management personnel who are responsible for maintenance issues. CLEC acknowledges that the LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list found on CLEC OnLine meets the requirements of this Section.

## **9.0 Premises Visit Procedures**

9.1 SBC ARKANSAS Maintenance of Service Charges, when applicable, will be billed by SBC ARKANSAS to CLEC, and not to CLEC's End Users.

9.1.1 Dispatching of SBC ARKANSAS technicians to CLEC End User premises shall be accomplished by SBC ARKANSAS pursuant to a request received from CLEC. Additionally, dispatching of SBC ARKANSAS technicians may occur when SBC ARKANSAS detects network trouble during routine maintenance.

9.1.2 A SBC ARKANSAS employee visits the premises of an CLEC local End User, the SBC ARKANSAS employee must inform the End User that he or she is there acting on behalf

of their local service provider. Materials left at the End User premises (e.g., a door hanger notifying the customer of the service visit) must also inform the End User that SBC ARKANSAS was on their premises acting on behalf of their CLEC. "CLEC branded" materials, to be utilized by SBC Missouri installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SBC Missouri by and at the sole expense of CLEC. SBC Missouri will not rebrand its vehicles and personnel.

- 9.1.3 If a trouble cannot be cleared without access to CLEC's local End User's premises and the End User is not at home, the SBC ARKANSAS technician will leave at the End User's premises a non-branded "no access" card requesting the End User to call their local service provider for rescheduling of repair.

## **10.0 Designed and/or Complex**

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

**ATTACHMENT 4: CONNECTIVITY BILLING - RESALE****1.0 General**

This Attachment 4: Connectivity Billing-Resale describes the requirements for SBC ARKANSAS to bill all charges CLEC incurs for purchasing Resale services.

**2.0 Billable Information And Charges**

- 2.1 In accordance with this Agreement, SBC ARKANSAS will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SBC ARKANSAS (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SBC ARKANSAS will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.
- 2.2 SBC ARKANSAS will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SBC ARKANSAS to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SBC ARKANSAS to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.
- 2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.
- 2.5 SBC ARKANSAS will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

### **3.0 Issuance of Connectivity Bills - General**

- 3.1 SBC ARKANSAS will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SBC ARKANSAS will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.
- 3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SBC ARKANSAS a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement. The fee for additional bill copies will be as defined in the state General Exchange tariff.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SBC ARKANSAS reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at SBC ARKANSAS' sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

### **4.0 Electronic Transmissions**

- 4.1 SBC ARKANSAS will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in the current version of SBC ARKANSAS' Electronic Commerce Customer Guide, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SBC ARKANSAS has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data

transmission must be established. SBC ARKANSAS and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

## **5.0 Tape or Paper Transmissions**

5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via another available media (as agreed to by CLEC and SBC ARKANSAS). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

## **6.0 Testing Requirements**

6.1 At least ninety (90) days prior to SBC ARKANSAS sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SBC ARKANSAS will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SBC ARKANSAS meets mutually agreed testing specifications, SBC ARKANSAS may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

## **7.0 Additional Requirements**

7.1 SBC ARKANSAS agrees that if it transmits data to CLEC in a mechanized format, SBC ARKANSAS will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- a) The BAN shall not contain embedded spaces or low values;
- b) The Bill Date shall not contain spaces or non-numeric values;
- c) Each Connectivity Bill must contain at least one detail record;

- d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

## **8.0 Bill Accuracy Certification**

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SBC ARKANSAS will be responsible for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SBC ARKANSAS will develop the processes and methodologies required for Resale services bill certification.

## **ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE**

### **1.0 Introduction**

1.1 This Attachment sets forth the terms and conditions for SBC ARKANSAS' provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by SBC ARKANSAS to CLEC when CLEC purchases Resale services from SBC ARKANSAS.

### **2.0 General Requirements for Usage Data**

2.1 SBC ARKANSAS's provision of Usage Data to CLEC will be in accordance with performance metrics as reported on the CLEC Online. SBC ARKANSAS's performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers, but SBC ARKANSAS's provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers.

2.2 SBC ARKANSAS will retain Usage Data in accordance with the SBC Daily Usage File User's Guide available on SBC's CLEC OnLine website subject to applicable laws and regulations.

### **3.0 Usage Data Specifications**

3.1 SBC ARKANSAS will provide usage data for CLEC Customers using SBC ARKANSAS -provided Resale services. Usage Data includes, but is not limited to, the following categories of information:

- a) Completed calls;
- b) Use of CLASS/LASS/Custom Features;
- c) Calls to Directory Assistance where SWBT provides such service to an CLEC customer;
- d) Calls completed via SBC ARKANSAS - provided Operator Services where SBC ARKANSAS provides such service to CLEC's Local Service customer;
- e) Station level detail for SBC ARKANSAS - provided PLEXAR families of services;
- f) Complete call detail and complete timing information for Resale services.

SBC ARKANSAS will provide Usage Data for calls that SBC ARKANSAS records for itself (e.g., Local Measured Services).



#### **4.0 Usage Data Format**

- 4.1 SBC ARKANSAS will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide, or as otherwise agreed to by the Parties.
- 4.2 SBC ARKANSAS will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.

#### **5.0 Usage Data Requirements**

- 5.1 SBC ARKANSAS will pack and organize the Usage Data according to EMI guidelines.
- 5.2 SBC ARKANSAS will provide Usage Data for Resale services to CLEC locations as agreed to by the Parties.
- 5.3 SBC ARKANSAS will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 CLEC and SBC ARKANSAS will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.
- 5.5 SBC ARKANSAS will provide Usage Data to CLEC daily (normally Monday through Friday cycles) Holiday exceptions are listed in the SBC Daily Usage File User's Guide.
- 5.6 The IS Call Center can be contacted to respond to CLEC record transmission inquiries. Other Usage inquiries should be coordinated through Account Management. If written notification is not received within thirty (30) calendar days, SBC ARKANSAS shall have no further obligation to recover the data and shall have no further liability to the CLEC.

#### **6.0 Charges**

- 6.1 SBC-ARKANSAS will bill and CLEC will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.
- 6.2 Incollects: SBC ARKANSAS will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC

customers (“Incollects”). SBC ARKANSAS will transmit such data to CLEC via the DUF.

## **ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS**

### **1.0 Introduction**

This Attachment 6: 251(c)(3) Access to Unbundled Network Elements (251(c)(3) UNEs) to the Agreement sets forth the unbundled Network Elements that SBC ARKANSAS agrees to offer to CLEC for the provision of a Telecommunication Service ((Act, Section 251(c)(3)). The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto. The terms “Unbundled Network Elements” (with or without initial caps) and “UNEs” mean only such elements required to be unbundled under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

### **2.0 General Terms and Conditions**

#### **2.1 Lawful UNEs, and Declassification**

2.1.1 As a result of the FCC’s Triennial Review Order, certain Unbundled Network Elements were removed from the FCC’s list of Section 251 Unbundled Network Elements (“Declassified”) because the FCC concluded that CLECs were not impaired by the unavailability of these network elements as UNEs under Section 251 of the Act. In addition, the FCC in TRO determined that CLECs would have access to certain elements as Unbundled Network Elements under Section 251 only under certain circumstances. The D.C. Circuit in USTA II vacated portions of the FCC’s decisions in the TRO, and vacated and remanded other portions of the TRO. At the time the Parties are negotiating this Agreement, the FCC has issued permanent UNE rules under Section 251 in response to the D.C. Circuit’s vacatur and remand. The permanent UNE rules implement a transition process for certain network elements that no longer will be UNEs under Section 251 and provide that other network elements will not be UNEs under Section 251, either in total, or in certain locations. As a result, the Parties have determined it is appropriate to establish a process in this Agreement to address Declassified UNEs.

2.1.2 This Agreement sets forth the terms and conditions pursuant to which SBC ARKANSAS will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in SBC ARKANSAS's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC ARKANSAS shall be obligated to provide UNEs only to the extent required

by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. UNEs that SBC ARKANSAS is required to provide pursuant to Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders shall be referred to in this Agreement as “251(c)(3) UNEs.” The Parties acknowledge and agree that SBC ARKANSAS is only obligated to make available UNEs and access to UNEs to CLEC in SBC ARKANSAS’ incumbent local exchange areas. SBC ARKANSAS has no obligation to provide such UNEs to CLEC for the purposes of CLEC providing and/or extending service outside of SBC ARKANSAS’ incumbent local exchange areas. In addition, SBC ARKANSAS is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by an 251(c) obligations in geographic areas other than SBC ARKANSAS’ incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Attachment, and any associated provision set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall apply to the Parties and be available to CLEC in ARKANSAS for provisioning Telecommunications Services within an SBC ARKANSAS incumbent local exchange area(s) in the State in which this Agreement with SBC ARKANSAS has been approved by the relevant state Commission and is in effect. Further, the Parties agree that SBC ARKANSAS is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 2.5, and elsewhere in this Appendix.

- 2.1.3 A network element, including a network element referred to as a 251(c)(3) UNE under this Agreement, will cease to be a 251(c)(3) UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. Without limitation, a 251(c)(3) UNE that has ceased to be a 251(c)(3) UNE may also be referred to as “Declassified.”
- 2.1.4 Intentionally Left Blank
- 2.1.5 It is the Parties’ intent that only 251(c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require 251(c)(3) UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be “251(c)(3),” the reference shall be deemed to be a reference to 251(c)(3) UNE(s) or 251(c)(3) unbundling, as defined in this Section 2.1. If an element is declassified and not required to be provided under this Appendix 251(c)(3) UNE and/or not described in this Appendix 251(c)(3) UNE, it is the

Parties' intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.

- 2.1.6 By way of example only, if terms and conditions of this Agreement state that SBC ARKANSAS is required to provide a 251(c)(3) UNE or 251(c)(3) UNE combination, and that 251(c)(3) UNE or the involved 251(c)(3) UNE (if a combination) is Declassified or otherwise no longer constitutes a 251(c)(3) UNE, then SBC ARKANSAS shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement to the extent a lawful UNE is declassified after the effective date of this Agreement Section 2.5 transition procedure shall govern.
- 2.1.7 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, SBC ARKANSAS will develop and implement such processes, subject to any associated rates, terms and conditions. SBC ARKANSAS shall use existing processes already developed, if possible; if doing so is not possible, SBC ARKANSAS shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the agreed upon timeframe.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC ARKANSAS that any item identified in this Agreement as a UNE, network element or 251(c)(3) UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, that SBC ARKANSAS is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that SBC ARKANSAS shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC ARKANSAS network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are requested for purposes not permitted under this attachment.
- 2.4 Intentionally Left Blank
- 2.5 Intentionally Left Blank

## 2.6 Designation of Wire Centers and Dispute Procedures

2.6.1 Designation by SBC of Wire Centers as of March 11, 2005. As of March 11, 2005, SBC ARKANSAS has designated wire centers that are Tier 1 or Tier 2 wire centers (as defined in Rule 51.319(e)(3)) pursuant to the criteria specified by the FCC in Rules 51.319(e)(2)(ii)-(iv) for DS1/DS3 Dedicated Transport and Dark Fiber Dedicated Transport and wire centers that meet the FCC's non-impairment criteria as specified by the FCC in Rules 51.319(a)(4) and 51.319(a)(5) for DS1/DS3 Loops. Except as provided below, CLEC may not request or obtain (i) DS1/DS3 Loops to a building served by a wire center that SBC ARKANSAS has designated as non-impaired, (ii) DS1 Dedicated Transport between Tier 1 wire centers, (iii) DS3 Dedicated Transport between Tier 1 and/or Tier 2 wire centers, and (iv) Dark Fiber Dedicated Transport between Tier 1 and/or Tier 2 wire centers.

2.6.1.1 In the event that CLEC disputes one or more of SBC ARKANSAS's wire center designations, CLEC shall undertake a reasonably diligent inquiry to determine whether the specific wire center(s) in question satisfies the availability criteria established by the FCC as referenced above. Prior to placing any order for DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport that SBC ARKANSAS has designated as unavailable pursuant to the FCC's criteria referenced above, CLEC shall self-certify that based on its reasonably diligent inquiry, the wire center (for DS1/DS3 Loops) and/or the wire centers defining the route (for DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport) do in fact meet the applicable FCC criteria. CLEC may elect to self-certify using a written or electronic notification sent to SBC ARKANSAS, so long as the self-certification complies with the FCC's TRRO, para. 234, and is in substantial compliance with SBC ARKANSAS' requested format as set forth in CLECALL-05-039, issued March 11, 2005. If CLEC does not provide a self-certification, CLEC shall be required to disconnect or to transition from such DS1/DS3 Loops or Dedicated Transport or Dark Fiber Dedicated Transport in accordance with the applicable transition procedures set forth in the Embedded Base Rider. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered UNE under the Agreement, SBC ARKANSAS shall provision the requested UNE in accordance with CLEC's order and within SBC ARKANSAS's standard ordering interval applicable to such UNE and, if it desires to do so, dispute the self-certification and associated orders pursuant to Section 2.6.1.1 – 2.6.1.2 below. CLEC must remain in compliance with its self-certification for so long as CLEC continues to receive the aforementioned UNEs—from SBC ARKANSAS. CLEC may not self-certify that it is entitled to obtain DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a

location where CLEC has met the volume caps set forth in Sections 4.3.4.4.1 and 4.3.5.4.1 (for DS1/DS3 Loops) and 10.3.4.1 and 10.3.5.1 (for DS1/DS3 Dedicated Transport) for a wire center or route where the Commission has already approved in any proceeding SBC ARKANSAS's designation, or for any wire center after the applicable transition period as set forth in this section for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has expired.

2.6.1.1.1 In the event of a dispute following CLEC's self-certification, upon reasonable request by the Commission or CLEC, SBC ARKANSAS will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, data supporting its classification of wire centers only to the extent necessary to justify the classification.

2.6.1.1.2 Disputes regarding CLEC's compliance with this Section shall be filed by SBC with the Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of this Agreement, whichever is later. If the Commission determines that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, CLEC must transition such affected UNE loop or transport, and the rates paid by CLEC for the affected loop or transport shall be subject to true-up, as set forth below.

i) Loop/Transport Elements Installed Prior to March 11, 2005. If the affected loop/transport element was installed prior to March 11, 2005, CLEC will provide a true-up in an amount equal to (a) the difference between the UNE rate for the affected loop/transport and the applicable transitional rate described in the Pricing Schedule, for the period from March 11, 2005 through the end of the applicable transition period (March 11, 2006 for DS1/DS3 Loops and DS1/DS3 Dedicated Transport and September 11, 2006 for Dark Fiber Dedicated Transport) and (b) if applicable, the difference between the UNE rate for the affected loop/transport and the equivalent special access rate, for the period after the end of the applicable transition period (March 11, 2006 for DS1/DS3 Loops and DS1/DS3 Dedicated Transport and September 11, 2006 for Dark Fiber Dedicated Transport). In addition, CLEC shall be required to disconnect or to transition from such DS1/DS3 Loops or Dedicated Transport or Dark Fiber Dedicated Transport in

accordance with the applicable transition procedures set forth in the Embedded Base Rider.

- (ii) Loop/Transport Elements Installed On or After March 11, 2005. For affected loop/transport elements installed on or after March 11, 2005, CLEC will provide a true-up in an amount equal to the difference between the UNE rate for the affected loop/transport and an equivalent special access rate, from the latter of the date billing began for the provisioned element. If no equivalent special access rate exists, the true-up shall be in an amount equal to the difference between the UNE rate for the affected loop/transport and the transitional rate. In addition, CLEC shall be required to disconnect or to transition from such DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport to another wholesale service within thirty (30) days of the Commission's determination. If CLEC does not disconnect or transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within the thirty (30) day period, then SBC ARKANSAS may transition the circuit to an analogous access service or disconnect the circuit. Conversion of DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport shall be performed in a manner reasonably designed to minimize the disruption or degradation to CLEC's customer's service.

2.6.2 Designation By SBC of Wire Centers On or After March 11, 2005. The Parties recognize that wire centers that are not currently designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC ARKANSAS may add the wire center to the list of designated wire centers using the following process.

2.6.2.1 SBC ARKANSAS will provide written notification to CLECs via Accessible Letter that it has determined that a wire center that had previously not met one or more of the FCC's impairment thresholds now does so.

2.6.2.2 SBC ARKANSAS will continue to accept CLEC orders for impacted DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

2.6.2.3 In the event the CLEC disagrees with SBC ARKANSAS's determination, CLEC has 60 calendar days from the issuance of the Accessible Letter to



dispute SBC ARKANSAS's determination regarding the wire center following the self-certification process described above.

2.6.2.3.1 If the CLEC does not use the self-certification process to dispute SBC ARKANSAS's determination within 60 calendar days of the issuance of the Accessible Letter, CLEC must transition any UNEs that have been declassified by the wire center designations within 30 calendar days ending on the 90<sup>th</sup> day after the issuance of the Accessible Letter providing the wire center designation of non-impairment.

2.6.2.3.2 If the CLEC does follow the self-certification process to dispute SBC ARKANSAS's determination within 60 calendar days of the issuance of the Accessible Letter, SBC ARKANSAS may dispute CLEC's self-certification as described in Section 2.6.1 above.

2.6.3 If CLEC withdraws any self certification referred to herein after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved SBC ARKANSAS' designation(s).

2.7 CLEC may use one or more 251(c)(3) Unbundled Network Elements to provide any technically feasible feature, function, or capability that such 251(c)(3) Unbundled Network Element(s) may provide, within the technical parameters of the 251(c)(3) Unbundled Network Elements.

2.7.1 If CLEC orders 251(c)(3) unbundled Network Elements in combination pursuant to this Attachment, and identifies to SBC ARKANSAS the type of telecommunications service it intends to deliver to its end user customer through that combination (SBC ARKANSAS will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC ARKANSAS provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide-process (BFR). 251(c)(3) Unbundled Network element combinations provided to CLEC by SBC ARKANSAS will meet all performance criteria and measurements that SBC ARKANSAS achieves when providing equivalent end user service to its local exchange service customers (e.g., POTS, ISDN).

## 2.8 Conditions for Access to 251(c)(3) UNEs

2.8.1 In order to access and use 251(c)(3) UNEs, CLEC must be a Telecommunications Carrier (and must use the 251(c)(3) UNE(s) for the provision of a Telecommunications Service as permitted by the FCC). Together, these conditions are the “Statutory Conditions” for access to 251(c)(3) UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify SBC ARKANSAS immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify SBC ARKANSAS shall constitute material breach of this Agreement.

2.8.1.1 By way of example, use of a 251(c)(3) UNE (whether on a stand-alone basis, in combination with other UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a 251(c)(3) UNE pursuant to the Statutory Conditions.

2.8.1.2 By way of further example, CLEC may not access 251(c)(3) UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

2.8.2 Other conditions to accessing and using any 251(c)(3) UNE (whether on a stand-alone basis or in combination with other 251(c)(3) UNEs, with a network element possessed by CLEC or otherwise) may be applicable under 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.

## 2.9 New Combinations Involving 251(c)(3) UNEs

2.9.1 Subject to the provisions hereof and upon CLEC request, SBC ARKANSAS shall meet its combining obligations involving 251(c)(3) UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. 467(May 13, 2002) (“*Verizon Comm. Inc.*”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.9.2 Any combining obligation is limited solely to combining of 251(c)(3) UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.

2.9.3 In the event that SBC ARKANSAS denies a request to perform the functions necessary to combine 251(c)(3) UNEs or to perform the functions necessary to

combine 251(c)(3) UNEs with elements possessed by CLEC, SBC ARKANSAS shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC ARKANSAS shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.9 of this Attachment.

2.9.4 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 ARKANSAS being required to perform the functions necessary to combine 251(c)(3) UNEs and to combine 251(c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Attachment was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC ARKANSAS is willing to perform the actions necessary to also complete the actual physical combination for those new 251(c)(3) UNE combinations set forth in the Schedule(s) – 251(c)(3) UNE Combinations to this Appendix, subject to the following:

2.9.4.1 Section 2.9, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC ARKANSAS from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC ARKANSAS. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC ARKANSAS from taking any position with respect to combinations including 251(c)(3) UNEs or any issue or subject addressed or related thereto.

2.9.4.2 Intentionally Left Blank

2.9.4.3 Upon notice by SBC ARKANSAS, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine 251(c)(3) UNEs and combine 251(c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any SBC ARKANSAS

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 251(c)(3) UNEs and combine 251(c)(3) UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 2.9.5 A new 251(c)(3) UNE combination 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 251(c)(3) UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.9.6 For a new 251(c)(3) UNE combination, CLEC shall issue appropriate service requests. These requests will be processed by SBC ARKANSAS, and CLEC will be charged the applicable 251(c)(3) UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual 251(c)(3) UNE and cross connect ordered.
- 2.9.7 Upon notice by SBC ARKANSAS, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC ARKANSAS in providing the new 251(c)(3) UNE combinations which work is not covered by the charges applicable per Section 2.9.4.3. For any such work done by SBC ARKANSAS under Section 2.9, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC ARKANSAS, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.9.8 In accordance with and subject to the provisions of this Section 2.9, any request not included in Section 2.9.4 in which CLEC wants SBC ARKANSAS to perform the functions necessary to combine 251(c)(3) UNEs or to perform the functions necessary to combine 251(c)(3) UNEs with elements possessed by CLEC (as well as requests where CLEC also wants SBC ARKANSAS to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

- 2.9.8.1 In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s) sought to be combined and the needed location(s), the order in which the 251(c)(3) UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an SBC ARKANSAS 251(c)(3) UNE and the 251(c)(3) network element(s) possessed by CLEC.
- 2.9.8.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by SBC ARKANSAS under Section 2.9. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC ARKANSAS's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests SBC ARKANSAS to perform work not required by Section 2.9, CLEC shall be charged a market-based rate for any such work.
- 2.9.9 Without affecting the other provisions hereof, the 251(c)(3) UNE combining obligations referenced in this Section 2.9 apply only in situations pursuant to FCC Rule 51.315(c) and ¶ 574 of the TRO.
- 2.9.9.1 Intentionally Left Blank
- 2.9.9.2 Intentionally Left Blank
- 2.9.9.3 Intentionally Left Blank
- 2.9.9.4 Intentionally Left Blank
- 2.9.9.5 CLEC is
- 2.9.9.5.1 unable to make the combination itself
- 2.9.10 For purposes of Section 2.9.6 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 251(c)(3) UNE(s) sought to be combined are available to CLEC, including without limitation:
- 2.9.10.1 at an SBC ARKANSAS premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement.
- 2.9.11 Section 2.9.6 shall only begin to apply thirty (30) days after notice by SBC ARKANSAS to CLEC. Thereafter, SBC ARKANSAS may invoke Section 2.9.6 with respect to any request for a combination involving 251(c)(3) UNEs.

## 2.10 Conversion of Wholesale Services to 251(c)(3) UNEs

- 2.10.1 Upon CLEC request, SBC ARKANSAS shall convert a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the statutory conditions would constitute one such eligibility criterion.
- 2.10.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC ARKANSAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.10.3 Except as agreed to by the Parties or otherwise provided hereunder, SBC ARKANSAS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs.
- 2.10.3.1 SBC ARKANSAS may charge applicable service order charges and record change charges.
- 2.10.4 This Section 2.10 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of 251(c)(3) UNEs offered or otherwise provided for in this Attachment.
- 2.10.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3) UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such conversion or continue using such the 251(c)(3) UNE or 251(c)(3) UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, or Commingled Arrangement (as defined herein), SBC ARKANSAS may convert the 251(c)(3) UNE or 251(c)(3) UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.10.5.1 This Section 2.10.5 applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or

combination of 251(c)(3) UNEs had been previously converted from an SBC ARKANSAS service.

2.10.5.2 SBC ARKANSAS may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

2.10.6 In requesting a conversion of an SBC ARKANSAS service, CLEC must follow the guidelines and ordering requirements provided by SBC ARKANSAS that are applicable to converting the particular SBC ARKANSAS service sought to be converted.

2.10.7 Nothing contained in this Attachment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC ARKANSAS's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

## 2.11 Commingling

2.11.1 "Commingling" means the connecting, attaching, or otherwise linking of a 251(c)(3) UNE, or a combination of 251(c)(3) UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC ARKANSAS, or the combining of a 251(c)(3) UNE, or a combination of 251(c)(3) UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.

2.11.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.11.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC ARKANSAS offering pursuant to 47 U.S.C. § 271 that is not a 251(c)(3) UNE under 47 U.S.C. § 251(c)(3).

2.11.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC ARKANSAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management Process guidelines. Change Management Process ("CMP") is a forum by which SBC Arkansas notifies CLECs of changes to the Operational Support Systems ("OSS") interfaces, introduction of new interfaces and retirement of interfaces

and provides for the identification and resolution of CLEC issues associated with the CMP.

- 2.11.1.4 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from SBC ARKANSAS with 251(c)(3) UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC ARKANSAS might offer pursuant to Section 271 of the Act.
- 2.11.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC ARKANSAS shall permit CLEC to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with facilities or services obtained at wholesale from SBC ARKANSAS to the extent required by FCC rules and judicial orders.
- 2.11.3 Upon request, and subject to this Section 2, SBC ARKANSAS shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC ARKANSAS (as well as requests where CLEC also wants SBC ARKANSAS to complete the actual Commingling), except that SBC ARKANSAS shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, or (iii) SBC ARKANSAS's ability to retain responsibility for the management, control, and performance of its network would be impaired.; or (iv) it would undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with SBC ARKANSAS's network.
- 2.11.3.1 For purposes of Section 2.11 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the 251(c)(3) UNE(s), 251(c)(3) UNE combination, and facilities or services obtained at wholesale from SBC ARKANSAS are available to CLEC, including without limitation:
- 2.11.3.1.1 at an SBC ARKANSAS premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement.
- 2.11.3.2 Section 2.11.3(i) shall only begin to apply thirty (30) days after notice by SBC ARKANSAS to CLEC. Thereafter, SBC ARKANSAS may invoke Section 2.11.3(i) with respect to any request for Commingling.
- 2.11.4 In accordance with and subject to the provisions of this Section 2.11, any request by CLEC for SBC ARKANSAS to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC ARKANSAS to complete the



actual Commingling) not already identified, shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.

2.11.4.1 SBC ARKANSAS is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.

2.11.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC ARKANSAS sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.

2.11.4.2.1 In addition to any other applicable charges, CLEC shall be charged a – fee for any Commingling work done by SBC ARKANSAS under this Section 2.11 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC ARKANSAS's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests SBC ARKANSAS to perform work not required by this Section 2.11.4, CLEC shall be charged an ICB - rate for any such work

2.11.4.3 SBC ARKANSAS shall charge the appropriate non-recurring rates as set forth in the pricing schedule for 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (per this Section on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

2.11.5 SBC ARKANSAS shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter,

“ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC ARKANSAS shall charge the rates for 251(c)(3) UNEs (or 251(c)(3) UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.

- 2.11.6 Nothing in this Agreement shall impose any obligation on SBC ARKANSAS to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. The preceding includes without limitation that SBC ARKANSAS shall not be obligated to Commingle network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are requested for purposes not permitted under the Attachment . If CLEC does not meet the applicable eligibility criteria, including Statutory Conditions, or, for any reason, stops meeting the eligibility criteria for a particular 251(c)(3) UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.11.7 In the event that Commingling involves SBC ARKANSAS performing the functions necessary to combine 251(c)(3) UNEs (e.g., make a new combination of 251(c)(3) UNEs), and including making the actual 251(c)(3) UNE combination, then Section 2.11 shall govern with respect to that 251(c)(3) UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.11.8 Subject to this 2.11, SBC ARKANSAS shall not deny access to a 251(c)(3) UNE or a combination of 251(c)(3) UNEs on the grounds that one or more of the 251(c)(3) UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC ARKANSAS.
- 2.11.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC ARKANSAS’s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC ARKANSAS offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).

2.12 **Mandatory Eligibility Criteria for Access to Certain 251(c)(3) UNEs**

- 2.12.1 Except as provided below in this Section 2.12 or elsewhere in the Agreement and subject to this Section and Section 2.10, Conversion of Wholesale Services to UNEs, of this Appendix, SBC ARKANSAS shall provide access to UNEs and

combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

- 2.12.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Appendix (*e.g.*, the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.12.2 SBC ARKANSAS is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the “Included Arrangements”), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:
- 2.12.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.12.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
- 2.12.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC ARKANSAS local service area and within the LATA where the circuit is located (“Local Telephone Number”), prior to the provision of service over that circuit (and for each circuit,

CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

- 2.12.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
- 2.12.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
- 2.12.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Appendix 251(c)(3) UNE; and
- 2.12.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.14.4 of this Appendix 251(c)(3) UNE; and
- 2.12.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.14.4 of this Appendix; and
- 2.12.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC ARKANSAS shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.12.3 of this Appendix 251(c)(3) UNE. Section 2.12.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.12.2 is also included or otherwise used in that arrangement (whether as part of a UNE

combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

2.12.3 A collocation arrangement meets the requirements of Section 2.14 of this Attachment 251(c)(3) UNE if it is:

2.12.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC ARKANSAS's premises within the same LATA as the End User's premises, when SBC ARKANSAS is not the collocator; or

2.12.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC ARKANSAS is the collocator.

2.12.4 An interconnection trunk meets the requirements of Sections 2.12.2.2.5 and 2.12.2.2.6 of this Appendix 251(c)(3) UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.12.5 For a new circuit to which Section 2.12.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.12.2.2.1 and Section 2.12.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.12.2.2.1 and/or Section 2.12.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC ARKANSAS provisions such new circuit. CLEC must provide SBC ARKANSAS with sufficient proof that such assignment and/or implementation has occurred by the end of such 30<sup>th</sup> day.

2.12.5.1 Section 2.12.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.12.6 CLEC hereby agrees that by submitting an order to SBC ARKANSAS, for new or converted High-Capacity EELs CLEC is certifying that it is meeting the requirements of Section 2.14 as to such EEL(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification and certification-by-order shall not diminish CLEC's obligation to comply with the criteria or certification requirements set forth in this Section 2.

- 2.12.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC ARKANSAS.
- 2.12.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC ARKANSAS may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.12. For purposes of calculating and applying an “annual basis”, it means for a State a consecutive 12-month period, beginning upon SBC ARKANSAS’s written notice that an audit will be performed for that State, subject to Section 2.12.7.4 of this Section.
- 2.12.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion regarding CLEC’s compliance with the qualifying service eligibility criteria.
- 2.12.7.2 The independent auditor’s report will conclude whether CLEC complied in all material respects with this Section 2.12.
- 2.12.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.
- 2.12.7.4 To the extent the independent auditor’s report concludes that CLEC failed to comply with this Section 2.12, SBC ARKANSAS must provide a copy of the independent auditor’s report to CLEC. CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, and CLEC must propose a transition plan to SBC ARKANSAS within 30 days, and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC ARKANSAS. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.12 for that UNE, arrangement, or circuit, as the case may be. Also, the “annual basis” calculation and application shall be immediately reset, *e.g.*, SBC ARKANSAS shall not

have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.12.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.12 CLEC must reimburse SBC ARKANSAS for the cost of the independent auditor and for SBC ARKANSAS's costs in the same manner and using the same methodology and rates that SBC ARKANSAS is required to pay CLEC's costs under Section 2.12.7.4.2.

2.12.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.12, SBC ARKANSAS must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

2.12.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.12.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.12 in all cases and, further, the failure of SBC ARKANSAS to require such compliance, including if SBC ARKANSAS provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.12, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.13 Where processes for any 251(c)(3) UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC ARKANSAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

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2.16 Various subsections below list the 251(c)(3) Unbundled Network Elements that SBC ARKANSAS has agreed, subject to the other terms and conditions in this Agreement, to

make available to CLEC for the provision by CLEC of a telecommunications service. SBC ARKANSAS will make additional 251(c)(3) Unbundled Network Elements available pursuant to the terms of Section 2.31 of this Attachment.

- 2.17 Subject to the terms herein, SBC ARKANSAS is responsible only for the installation, operation and maintenance of the 251(c)(3) Unbundled Network Elements it provides. SBC ARKANSAS is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.
- 2.18 Except upon request, SBC ARKANSAS will not separate requested 251(c)(3) Unbundled network elements that SBC ARKANSAS currently combines.
- 2.19 Where 251(c)(3) unbundled Network elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SBC ARKANSAS for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of a CLEC's end user customer's Service.
- 2.20 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.21 SBC ARKANSAS will provide CLEC notification of network changes in accordance with 47 CFR Section 51:325-335
- 2.22 The 251(c)(3) UNEs provided pursuant to this Agreement will be available to SBC ARKANSAS at times mutually agreed upon by the Parties in order to permit SBC ARKANSAS to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and
- 2.23 CLEC's use of any SBC ARKANSAS 251(c)(3) Unbundled network element, or of its own equipment or facilities in conjunction with any SBC ARKANSAS 251(c)(3) Unbundled network element, will not materially interfere with or impair service over any facilities of SBC ARKANSAS, 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 ARKANSAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the 251(c)(3) Unbundled Network element(s) causing the violation.
- 2.24 SBC ARKANSAS and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power



failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SBC ARKANSAS provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

## 2.25 **Performance of 251(c)(3) Unbundled Network Elements**

2.25.1 Each 251(c)(3) Unbundled Network Element provided by SBC ARKANSAS to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC ARKANSAS provides to itself. Each 251(c)(3) Unbundled Network Element will be provided in accordance with SBC ARKANSAS Technical Publications or other written descriptions. Such publications will be shared with CLEC via SBC Arkansas CLEC On-Line website. CLEC may request, and SBC ARKANSAS may provide, to the extent technically feasible, 251(c)(3) Unbundled Network Elements that are superior or lesser in quality than SBC ARKANSAS provides to itself and such service will be requested pursuant to the Special Request process.

2.25.2 SBC ARKANSAS will provide a SBC ARKANSAS Technical Publication or other written description for each 251(c)(3) Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an 251(c)(3) Unbundled Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to CLEC.

2.25.3 Nothing in this Agreement 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 such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the 47 CFR FCC §§ 51.325-335. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.25.4 SBC ARKANSAS will provide notification of network changes in accordance with 47 CFR §§ 51.325-335.

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2.25.6 For each 251(c)(3) Unbundled Network Element provided for in this Attachment, SBC ARKANSAS Technical Publications or other written descriptions meeting

the requirements of this section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.

2.26 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will jointly elect which requirement will apply.

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2.28 CLEC will connect equipment and facilities that are compatible with the SBC ARKANSAS 251(c)(3) Unbundled Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in Section 2.7

2.29 **Bona Fide Request (BFR)**

The sections below identify 251(c)(3) unbundled Network Elements and provide terms and conditions on which SBC ARKANSAS will offer them to CLEC. Any request by CLEC for an additional new 251(c)(3) unbundled Network Element, combinations of 251(c)(3) Unbundled Network Element, or commingling of 251(c)(3) UNEs will be considered under the procedures set forth below. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SBC ARKANSAS may otherwise agree, SBC ARKANSAS will provide 251(c)(3) Unbundled Network Elements through the Bona Fide Request (BFR) process.

2.29.1 SBC ARKANSAS will promptly consider and analyze access to new unbundled Network Element with the submission of a 251(c)(3) Unbundled Network Element BFR hereunder. The 251(c)(3) Unbundled Network Element BFR process set forth herein does not apply to those services requested pursuant to FCC Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.29.2 CLEC may submit a 251(c)(3) Unbundled Network Element BFR in writing utilizing the 251(c)(3) Unbundled Network Element BFR Application Form, which will include a technical description of each requested 251(c)(3) Unbundled Network Element, drawings when needed, locations where needed and the projected quantity of interconnection points ordered along with a three (3) year demand forecast.

2.29.3 CLEC may cancel, at no charge, its 251(c)(3) Unbundled Network Element BFR by providing written BFR Cancellation Notice to SBC ARKANSAS after receiving the Preliminary analysis so long as SBC ARKANSAS has not began working on CLEC's written request for the BFR Final Quote. However, in the event SBC ARKANSAS receives a written BFR cancellation Notice from CLEC subsequent to SBC ARKANSAS beginning work in response to CLECs written

request for a BFR Final Quote then cancellation charges will apply. Cancellation charges will include time, labor, materials, and other actual costs incurred by SBC ARKANSAS in connection with developing the BFR Final Quote.

- 2.29.4 Within ten (10) business days of receiving CLEC's 251(c)(3) Unbundled Network Element BFR Application Form SBC ARKANSAS will acknowledge its receipt. In such written acknowledgement, SBC ARKANSAS shall advise CLEC of any further information needed for the 251(c)(3) Unbundled Network Element BFR Application Form to be accurate and complete. CLEC acknowledges that the time intervals applicable to the BFR process as set forth hereafter in this section, begin to apply once SBC ARKANSAS has received a complete and accurate 251(c)(3) Unbundled Network Element BFR Application Form.
- 2.29.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of an accurate and complete 251(c)(3) Unbundled Network Element BFR Application Form, SBC ARKANSAS will respond by providing CLEC with a written Preliminary Analysis of such 251(c)(3) Unbundled Network Element. 251(c)(3) Unbundled Network Element BFR, SBC ARKANSAS will provide to CLEC a preliminary analysis of such 251(c)(3) Unbundled Network Element BFR. The preliminary analysis will confirm that SBC ARKANSAS will offer access to the 251(c)(3) Unbundled Network Element or will provide a detailed explanation that access to the 251(c)(3) Unbundled Network Element is not technically feasible and/or that the request does not qualify as a 251(c)(3) Unbundled Network Element that is required to be provided under the Act. If the receiving party does not accept the request within thirty (30) days, the issue may be presented to the Commission in accordance with the Arbitration Order dated December 11, 1996, in Case No. TO-97-40, as follows: the requesting party has twenty (20) days in which to file a petition with the Commission, seeking a determination that the receiving party be required to provide the unbundled element. The receiving party must respond within 20 days of the filing of the petition and demonstrate why it is technically infeasible to provide the UNE or why such provision violates network integrity.
- 2.29.6 Following receipt of the Preliminary Analysis CLEC may, at its discretion, provide written authorization to SBC ARKANSAS to develop the 251(c)(3) Unbundled Network Element BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to SBC ARKANSAS within thirty (30) calendar days, the 251(c)(3) Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new 251(c)(3) Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar 251(c)(3) Unbundled Network Element.

- 2.29.7 As soon as feasible, but not more than ninety (90) calendar days after its receipt of written authorization to proceed with developing the 251(c)(3) Unbundled Network Element BFR Final Quote, SBC ARKANSAS shall provide to CLEC a 251(c)(3) Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Network Element, the availability, the applicable rates to include recurring and non-recurring costs, the installation intervals 251(c)(3) Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the 251(c)(3) Unbundled Network Element BFR.
- 2.29.8 Within thirty (30) calendar days of its receipt of the 251(c)(3) Unbundled Network Element BFR Final Quote, the requesting Party must either (1) confirm or cancel its 251(c)(3) Unbundled Network Element BFR pursuant to the terms and condition of the 251(c)(3) Unbundled Network Element BFR Final Quote or (2) submit any disputed issues with the 251(c)(3) Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.
- 2.29.9 If a Party to a 251(c)(3) Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. Regardless of Dispute Resolution status CLEC remains responsible for new 251(c)(3) Unbundled Network Element BFR Final Quote development costs up to an including when written cancellation requests is received by SBC ARKANSAS until such time as Dispute Resolution to BFR is complete.
- 2.29.10 Whenever CLEC requests to purchase a particular SBC ARKANSAS 251(c)(3) Unbundled Network Element that is developed and operational at the time of the 251(c)(3) Unbundled Network Element BFR, but for which no 251(c)(3) unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: SBC ARKANSAS will provide a price quote for the 251(c)(3) Unbundled Element BFR, consistent with the Act, within ten (10) business days following SBC ARKANSAS's receipt of CLEC's request. If the Parties have not agreed on a price for the 251(c)(3) Unbundled Element within ten (10) days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

### **3.0 Network Interface Device**

- 3.1 Consistent with Section 2.1 of this Attachment 251(c)(3) UNE, SBC ARKANSAS shall provide 251(c)(3) UNE Network Interface Device under the following terms and conditions in this subsection
- 3.2 The 251(c)(3) UNE Network Interface Device (251(c)(3) NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the 251(c)(3) NID is to establish the official network demarcation point between a carrier and its end user customer. The 251(c)(3) NID contains the appropriate and accessible connection points or posts to which the service provider and the end user customer each make its connections. The 251(c)(3) UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to SBC ARKANSAS' distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the 251(c)(3) UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the 251(c)(3) 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 ARKANSAS offers nondiscriminatory access to the 251(c)(3) NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the 251(c)(3) NID is offered as specified below.
- 3.3 CLEC personnel may connect to the End User's premise wiring at the SBC ARKANSAS 251(c)(3) NID, as is, at no charge. Should CLEC request SBC ARKANSAS to disconnect its loop from the customer's inside wire, SBC ARKANSAS will charge CLEC a non recurring charge as reflected on Appendix Pricing 251(c)(3) UNE - Schedule of Prices labeled as "Disconnect Loop from Inside Wiring per 251(c)(3) NID". Any repairs, upgrades and rearrangements (other than loop disconnection addressed in the preceding sentence) required by CLEC will be performed by SBC ARKANSAS based on Time and Materials charges as reflected on Appendix Pricing 251(c)(3) UNE - Schedule of Prices labeled "Time and Materials Charges".
- 3.4 To the extent a SBC ARKANSAS 251(c)(3) NID exists, it will be the interface to customers' premises wiring unless CLEC and the customer agree to an interface that bypasses the SBC ARKANSAS 251(c)(3) NID.
- 3.5 CLEC will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SBC ARKANSAS 251(c)(3) NID, unless CLEC and the customer agree to an alternate interface as provided for in Section 3.3.
- 3.6 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, will connect directly with the customer's inside wire and will not

require any connection to the SBC ARKANSAS 251(c)(3) NID, unless such premises are served by “single subscriber” type 251(c)(3) NIDs.

- 3.7 The SBC ARKANSAS 251(c)(3) NIDs that CLEC uses under this Attachment will be those installed by SBC ARKANSAS to serve its customers.
- 3.8 CLEC will not attach to or disconnect SBC ARKANSAS's ground. CLEC will not cut or disconnect SBC ARKANSAS's loop from its protector. CLEC will not cut any other leads in the 251(c)(3) NID. CLEC will protect all disconnected leads with plastic sleeves and will store them within the 251(c)(3) NID enclosure. CLEC will tighten all screws or lugs loosened by CLEC in the 251(c)(3) NID's enclosure and replace all protective covers.
- 3.9 If CLEC requests a different type of 251(c)(3) NID not included with the loop, SBC ARKANSAS will consider the requested type of 251(c)(3) NID to be facilitated via the Bona Fide Request (BFR) Process.

#### **4.0 251(c)(3) UNE Local Loop**

- 4.1 Consistent with Section 2.1 of this Attachment 251(c)(3) UNE, SBC ARKANSAS shall provide 251(c)(3) UNE Local Loop under the following terms and conditions in this subsection.
- 4.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an SBC ARKANSAS Central Office and the loop demarcation point at an End User customer premises. Therefore, consistent with the applicable FCC rules, SBC ARKANSAS will make available the 251(c)(3) UNE local loops set forth herein below between a distribution frame (or its equivalent) in an SBC ARKANSAS Central Office and the loop demarcation point at an End User customer premises. The Parties acknowledge and agree that SBC ARKANSAS shall not be obligated to provision any of the 251(c)(3) UNE local loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the 251(c)(3) UNE local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC ARKANSAS. The 251(c)(3) UNE local loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The 251(c)(3) UNE Local Loop includes, but is not limited to, copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g. DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), 251(c)(3) UNE DS1 Digital Loops

(where they have not been Declassified and subject to caps set forth in 4.3.4.4.1) and 251(c)(3) UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.3.5.4.1), where such loops are deployed and available in SBC ARKANSAS wire centers. CLEC agrees to operate each 251(c)(3) UNE local loop type within the technical descriptions and parameters accepted within the industry.

- 4.2.1 When a 251(c)(3) UNE local loop is ordered to a high voltage area, the Parties understand and agree that the 251(c)(3) UNE local loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's end-user customer. Therefore, any request by CLEC for a 251(c)(3) UNE local loop to a high voltage area will be submitted by CLEC to SBC ARKANSAS via the BFR process and CLEC shall be required to pay SBC ARKANSAS for any HVPE that is provisioned by SBC ARKANSAS to CLEC in connection with the CLEC's 251(c)(3) UNE local loop order to the high voltage area.
- 4.2 SBC ARKANSAS will provide at the rates, terms, and conditions set out in Appendix Pricing 251(c)(3) UNE - Schedule of Prices the types of unbundled loops. When CLEC orders an 251(c)(3) unbundled loop, CLEC will be provided a termination on whatever 251(c)(3) NID, if any, connects the loop to the customer premises, without additional charge.
  - 4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
    - 4.2.1.1 SBC ARKANSAS will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
    - 4.3.1.2 If CLEC requests one or more 251(c)(3) UNE loops serviced by Integrated Digital Loop Carrier (IDLC) SBC ARKANSAS will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier 251(c)(3) UNE loop at no additional charge to CLEC. If however, no spare 251(c)(3) UNE loop is available, as defined above, SBC ARKANSAS will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.
  - 4.2.2 The 4-Wire analog loop 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.
  - 4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

### **4.3 DS1 Digital Loop**

#### **4.3.4 DS1 Digital Loop**

4.3.4.1 The 4-Wire digital loop (DS1) is a transmission facility (1.544 Mbps) 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.

4.3.4.2 DS1 251(c)(3) UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

4.3.4.3 The procedures set forth in 4.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

#### **4.3.4.4 DS1 Loop “Caps**

4.3.4.4.1 SBC ARKANSAS is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 251(c)(3) UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC ARKANSAS’s option it may accept the order, but convert any requested DS1 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

#### **4.3.5 DS3 Digital Loops**

4.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC ARKANSAS Central Office to the end user premises.

4.3.5.2 DS3 251(c)(3) UNE loops will be offered and/or provided only where such Loops have not been Declassified.

4.3.5.3 The procedures set forth in Section 4.4, below will apply in the event DS3 Digital Loops are or have been Declassified.



#### 4.3.5.4 **DS3 Loop “Caps”**

4.3.5.4.1 SBC ARKANSAS is not obligated to provide to CLEC more than one (1) DS3 251(c)(3) UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 251(c)(3) UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC ARKANSAS's option it may accept the order, but convert any requested DS3 251(c)(3) UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

#### 4.4 **Declassification Procedure**

4.4.1 DS1. Subject to the cap described in Section 4.3.4.4.1, SBC ARKANSAS shall provide CLEC with access to a DS1 251(c)(3) UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.4.2 DS3. Subject to the cap described in Section 4.3.5.4.1, SBC ARKANSAS shall provide CLEC with access to a DS3 251(c)(3) UNE Digital Loop, where available, to any building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

4.4.3 Effect on Embedded Base. Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as 251(c)(3) UNEs under this

Agreement, SBC ARKANSAS will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.6.

4.4.3.1 Products provided by SBC ARKANSAS in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.6 where such Loops are Declassified.

4.5 A routine network modification is an activity that SBC ARKANSAS regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC ARKANSAS ordinarily attaches to activate such loops for its own retail customers under the same conditions and in the same manner that SBC ARKANSAS does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC ARKANSAS will place drops in the same manner as it does for its own customers.

4.5.1 Routine network modifications do not include constructing new 251(c)(3) UNE loops; installing new cable; securing permits, rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility. SBC ARKANSAS is not obligated to perform those activities for a requesting telecommunications carrier.

4.5.2 SBC ARKANSAS shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC ARKANSAS's retail customers.

4.5.3 This Agreement does not require SBC ARKANSAS to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC ARKANSAS has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Agreement prohibit SBC ARKANSAS from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC ARKANSAS complies with the copper loop or subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

4.5.4 Notwithstanding anything to the contrary herein, SBC ARKANSAS's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM

capabilities of SBC ARKANSAS's hybrid loops, only with respect to any existing capabilities of SBC ARKANSAS's hybrid loops. SBC ARKANSAS has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

- 4.5.5 SBC ARKANSAS shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in Appendix Pricing. A rate for any routine network modification shown as "ICB" in Appendix Pricing indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed or approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.
- 4.6 251(c)(3) UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2 of this Appendix.
- 4.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the SBC ARKANSAS states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in Section 5, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in Section 5, the subloop provisions set forth in Section 5 shall control.
- 5.0 251(c)(3) UNE Subloop**
- 5.1 SBC ARKANSAS will provide 251(c)(3) UNE subloops under the following terms and conditions in this subsection.
- 5.2 A 251(c)(3) UNE subloop is a smaller included segment of SBC ARKANSAS's 251(c)(3) UNE local loop plant, i.e., a portion of the 251(c)(3) UNE loop from some technically accessible terminal beyond SBC ARKANSAS's central office and the network demarcation point, including that portion of the 251(c)(3) UNE loop, if any, which SBC ARKANSAS owns and controls inside the End User premises.

- 5.3 Definitions pertaining to the 251(c)(3) UNE Subloop:
- 5.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
  - 5.3.2 “Dead Count” refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
  - 5.3.3 “Demarcation Point” is defined as the point on the loop where the ILEC’s control of the wire ceases and the subscriber’s control (or on the case of some multiunit premises, the landlord’s control) of the wire begins.
  - 5.3.4 “Digital 251(c)(3) UNE Subloop” may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps 251(c)(3) UNE subloop transport.
  - 5.3.5 “Distribution Cable” is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC’s network.
  - 5.3.6 “MTE” for the purpose of Term To NID 251(c)(3) UNE subloop. “MTE” is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
  - 5.3.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
  - 5.3.8 “SAI/FDI-to-Term 251(c)(3) UNE Subloop” is that portion of the 251(c)(3) UNE Loop from the SAI/FDI to an accessible terminal.
  - 5.3.9 “SAI/FDI-to-NID 251(c)(3) UNE Subloop” is that portion of the 251(c)(3) UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user’s premise.
  - 5.3.10 “SPOI” is defined as a Single Point of Interconnection. SBC ARKANSAS will construct a SPOI at CLEC expense only to those multiunit premises where SBC ARKANSAS has distribution facilities to the premises and SBC ARKANSAS

either owns, controls, or leases the inside wire, if an, at such premises. If SBC ARKANSAS has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. SBC ARKANSAS's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an 251(c)(3) UNE subloop network element via a SPOI.

5.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

5.3.12 "Term-to-NID 251(c)(3) UNE Subloop" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

5.4 SBC ARKANSAS will offer the following 251(c)(3) UNE subloop types:

5.4.1 2-Wire Analog 251(c)(3) UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

5.4.2 4-Wire Analog 251(c)(3) UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

5.4.3 251(c)(3) UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the SBC ARKANSAS states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the 251(c)(3) UNE xDSL Subloop is subject to the 251(c)(3) UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the 251(c)(3) UNE xDSL Subloop and the 251(c)(3) UNE subloop provisions set forth in this Appendix, the 251(c)(3) UNE subloop provisions set forth in this Appendix shall control.

5.4.4 As no other type of Subloop constitutes a 251(c)(3) UNE subloop, SBC ARKANSAS is not obligated under Section 251/252 to provide any other type

of subloop under this Agreement. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC ARKANSAS provides a subloop(s) that is not described or provided for in this Agreement, SBC ARKANSAS may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC ARKANSAS to refuse to provide, including if SBC ARKANSAS provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (251(c)(3) or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

- 5.5 251(c)(3) UNE Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL 251(c)(3) UNE Subloops for the purpose of offering advanced services. xDSL 251(c)(3) UNE subloop conditioning will be provided at the rates, terms, and conditions set out in the Appendix Pricing.
- 5.6 If a Term to NID 251(c)(3) UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that 251(c)(3) UNE Subloop, and such 251(c)(3) UNE Subloop has been determined to be a non-defective pair, then that 251(c)(3) UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.
- 5.7 Twisted-pair Copper 251(c)(3) UNE Subloops:
- 5.7.1 Access to terminals for twisted-pair copper 251(c)(3) UNE 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 Terminal (underground or aerial).

5.8 CLEC may request access to the following twisted-pair copper 251(c)(3) UNE subloop segments:

FROM:	TO:
1. Serving Area Interface or Feeder Distribution Interface	Terminal
2. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3. Terminal	Network Interface Device
4. NID	Stand Alone
5. SPOI (Single Point of Interface)	Terminal
6. SPOI (Single Point of Interface)	Network Interface Device

5.9 Provisioning:

5.9.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific 251(c)(3) UNE subloop circuit(s).

5.9.2 Spare 251(c)(3) UNE subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

5.10 Maintenance:

5.10.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the 251(c)(3) UNE subloop from the SBC ARKANSAS switch/testing equipment will be lost.

5.10.2 CLEC shall isolate trouble to the SBC ARKANSAS 251(c)(3) UNE Subloop portion of the CLEC’s service before reporting trouble to SBC ARKANSAS.

5.10.3 SBC ARKANSAS shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC ARKANSAS on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

5.10.4 Once all 251(c)(3) UNE subloop access arrangements have been completed and balance of payment due SBC ARKANSAS is received, the CLEC may place a LSR for 251(c)(3) UNE subloops at this location. Prices at which SBC ARKANSAS agrees to provide CLEC with 251(c)(3) Unbundled Network Elements (251(c)(3) UNE) are contained in the Appendix Pricing.

5.10.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, SBC ARKANSAS 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 the CLEC cabling require replacement, SBC ARKANSAS will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

5.11 251(c)(3) UNE Subloop Access Arrangements:

5.11.1 Prior to ordering 251(c)(3) UNE subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a 251(c)(3) UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC ARKANSAS 251(c)(3) UNE subloop network.

5.11.2 The space available for collocating or obtaining various 251(c)(3) UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a 251(c)(3) UNE Subloop Access Arrangement Application.

5.11.3 Upon receipt of a complete and correct application, SBC ARKANSAS will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for 251(c)(3) UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

5.11.4 The assignment of 251(c)(3) UNE subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering 251(c)(3) UNE subloop facilities.

5.11.5 251(c)(3) UNE Subloop inquiries do not serve to reserve 251(c)(3) UNE subloop(s).

5.11.6 Several options exist for Collocation or 251(c)(3) UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.



- 5.11.7 CLEC will be responsible for obtaining rights of way from owners of property where SBC ARKANSAS has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 5.11.8 Prior to submitting the 251(c)(3) UNE Sub-loop Access Arrangement Application for SCA, the CLEC should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement 251(c)(3) UNE subloops, should collocation, access to poles/conduits or rights of way be required.
- 5.11.9 Except as set forth below in this Section 5.11.9, construction of the 251(c)(3) UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to SBC ARKANSAS 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 ARKANSAS will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 5.11.7. In the event CLEC 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 Agreement, SBC ARKANSAS will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 5.11.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a SBC ARKANSAS technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into SBC ARKANSAS’ interconnection point.
- 5.11.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the 251(c)(3) UNE subloops arrangements to each subtending SAI. This will allow SBC ARKANSAS to properly engineer access to each SAI and to ensure SBC ARKANSAS does not provide more available terminations than the CLEC expects to use.
- 5.11.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their 251(c)(3) UNE subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

- 5.11.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 5.11.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay SBC ARKANSAS for removal of their facilities from the SAA.
- 5.12 251(c)(3) UNE Subloop Access Arrangement (SAA) Access Points:
- 5.12.1 SAI/FDI or Terminal
- 5.12.1.1 CLEC cable to be terminated in an SBC ARKANSAS SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 5.12.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase that SBC ARKANSAS will terminate on available binding posts in the SAI/FDI or Terminal.
- 5.12.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC ARKANSAS will stub out a cable from the SAI/FDI or Terminal, which SBC ARKANSAS will splice to the CLEC cable at the meet point.
- 5.12.1.4 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.
- 5.13 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 5.13.1 SBC ARKANSAS shall notify CLEC of pending relocation as soon as SBC ARKANSAS receives such notice.
- 5.13.2 CLEC shall notify SBC ARKANSAS of its intentions to remain, or not, in the SAA by way of a new 251(c)(3) UNE Subloop Access Arrangement Application for a new SCA.

- 5.13.3 SBC ARKANSAS shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and SBC ARKANSAS engineer.
- 5.13.4 CLEC shall notify SBC ARKANSAS of acceptance or rejection of the new SCA within 10 business days of its receipt of SBC ARKANSAS's estimate.
- 5.13.5 Upon acceptance of the SBC ARKANSAS estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify SBC ARKANSAS of their acceptance of estimate costs.
- 5.13.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC ARKANSAS as to the date that SBC ARKANSAS may remove CLEC's facilities from that SAA. CLEC will pay SBC ARKANSAS for all costs associated with the removal of the CLEC's SAA.
- 5.13.7 In the event that CLEC does not respond to SBC ARKANSAS in time to have their facilities relocated, SBC ARKANSAS shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 5.14 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC ARKANSAS will stub out a cable from the RT, which SBC ARKANSAS will splice to the CLEC cable at the meet point.
- 5.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE 251(c)(3) UNE Subloop Segment
- 5.15.1 As an alternative to the establishment of a 251(c)(3) UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC ARKANSAS Term to NID 251(c)(3) UNE subloop segments in order to serve its end-user customers at MTEs in SBC ARKANSAS ("Term to NID MTE 251(c)(3) UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE 251(c)(3) UNE Subloop Segment cross-connect leased from SBC ARKANSAS within the intermediary box (in order to obtain access to SBC ARKANSAS Term to NID MTE 251(c)(3) UNE Subloop Segments). In the event CLEC wishes to access SBC ARKANSAS Term to NID MTE 251(c)(3) UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:
- 5.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner

and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.

- 5.15.1.2 The intermediary box shall contain blocks that meet SBC ARKANSAS's published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the SBC ARKANSAS technician the ability to run jumper/cross connect from SBC ARKANSAS terminal to the intermediary box.
- 5.15.1.3 CLEC agrees that the SBC ARKANSAS technician shall run the jumper/cross-connect from SBC ARKANSAS's serving terminal to CLEC's intermediary box, in order for CLEC to access SBC ARKANSAS Term to NID MTE 251(c)(3) UNE Subloop Segments in SBC ARKANSAS. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.
- 5.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE 251(c)(3) UNE Subloop Segments from SBC ARKANSAS.
- 5.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to SBC ARKANSAS associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE 251(c)(3) UNE Subloop Segment including, without limitation: transferring the end-user customer's service from SBC ARKANSAS to CLEC, providing SBC ARKANSAS with CFA prior to ordering and the assigning of a specific Term to NID MTE 251(c)(3) UNE Subloop Segment(s).
- 5.15.1.6 The ordering procedures for the Term to NID MTE 251(c)(3) UNE Subloop Segment will be the same as those that apply to 251(c)(3) UNE subloops today and shall be submitted to SBC ARKANSAS by CLEC via a Local Service Request ("LSR").
- 5.15.1.7 SBC ARKANSAS will upon receipt of the LSR from CLEC for a Term to NID MTE 251(c)(3) UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the SBC ARKANSAS terminal to the CLEC intermediary box. SBC ARKANSAS must have access to the intermediary box for completion of the order.

5.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE 251(c)(3) UNE Subloop Segments in 12 State only, CLEC may elect to lease from SBC ARKANSAS Term to NID MTE 251(c)(3) UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the “Term to NID MTE 251(c)(3) UNE Subloop Segment” In the event CLEC wishes to lease the Term to NID MTE 251(c)(3) UNE Subloop Segment from SBC ARKANSAS in lieu of SBC ARKANSAS’s standard Term to NID 251(c)(3) UNE subloop segment addressed in this Section 5.15.2.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE 251(c)(3) UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE 251(c)(3) UNE Subloop Segment.

5.15.3 Establishment of Term to NID MTE 251(c)(3) UNE Subloop Segment When no Intermediary Box is installed

5.15.3.1 In those instances where CLEC elects not to install an intermediary box or to have SBC ARKANSAS install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from SBC ARKANSAS Term to NID MTE 251(c)(3) UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the “Term to NID MTE 251(c)(3) UNE Subloop Segment”. In the event CLEC wishes to lease the Term to NID MTE 251(c)(3) UNE Subloop Segment from SBC ARKANSAS in lieu of SBC-ARKANSAS’s standard Term to NID 251(c)(3) UNE subloop segment addressed in Section 5.15.2.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE 251(c)(3) UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE 251(c)(3) UNE Subloop Segment. In such cases, SBC-ARKANSAS will provide CLEC with access to the Term To NID MTE 251(c)(3) UNE subloop via a cross connect. The SBC technician will tag appropriately and will leave up to one foot of exposed wire at SBC 12STATE terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC’s own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC’s terminal.

5.15.3.2 If CLEC elects this option to obtain access to the Term To NID 251(c)(3) UNE subloop in an MTE Environment, neither the SBC

ARKANSAS SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the SBC ARKANSAS cross-connect, SBC ARKANSAS could not require any CFA information from CLEC.

## **6.0 ENGINEERING CONTROLLED SPLICE (ECS)**

- 6.1 SBC ARKANSAS will make available an Engineering Controlled Splice (ECS), which will be owned by SBC ARKANSAS, for CLECs to gain access to 251(c)(3) UNE subloops at or near remote terminals.
- 6.2 The ECS shall be made available for 251(c)(3) UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
  - 6.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that SBC ARKANSAS will construct any 251(c)(3) UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC ARKANSAS 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.
  - 6.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC ARKANSAS places more pairs at the splice.
  - 6.2.3 Although SBC ARKANSAS will construct the engineering controlled splice, the ECS maybe owned by SBC ARKANSAS or the CLEC (depending on the specific arrangement) at the option of SBC ARKANSAS.
  - 6.2.4 If more than one requesting telecommunications carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
  - 6.2.5 SBC ARKANSAS may require a separate SCA for each remote terminal site.
  - 6.2.6 Except as set forth below in this Section 6.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper 251(c)(3) UNE subloop is to be provisioned by SBC ARKANSAS. 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 ARKANSAS will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC ARKANSAS will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

6.3 CLECs will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).

6.3.1 Dedicated Facility Option (DFO)

6.3.1.1 CLEC may request SBC ARKANSAS splice the existing cabling between the ECS and the SAI to the CLEC’s SAA facility. This facility will be “dedicated” to the CLEC for subsequent 251(c)(3) UNE subloop orders.

6.3.1.2 CLEC must designate the quantity of 251(c)(3) UNE subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

6.3.1.3 CLECs will compensate SBC ARKANSAS for each of the dedicated 251(c)(3) UNE subloop facilities, based on recurring 251(c)(3) UNE subloop charges, for the quantity of 251(c)(3) UNE subloops dedicated to the CLEC between the ECS and the SAI.

6.3.2 Cross-connected Facility Option (CFO)

6.3.2.1 CLEC may request SBC ARKANSAS build an ECS cross-connect junction on which to terminate CLEC’s SAA facility.

6.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC ARKANSAS cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC ARKANSAS cabling.

6.3.2.3 CLEC must designate the quantity of 251(c)(3) UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

6.3.2.4 CLECs will compensate SBC ARKANSAS for the charges incurred by SBC ARKANSAS derived from the CLEC's request for the SCA.

6.4 The introduction of an ECS creates the following additional copper 251(c)(3) UNE Subloop segments:

FROM:	TO:
1) ECS	Serving Area Interface or Feeder Distribution Interface
2) ECS	Terminal
3) ECS	NID

## **7.0 DARK FIBER DEDICATED TRANSPORT**

7.1 Subject to Section 2 of this Appendix 251(c)(3) UNEs, SBC ARKANSAS shall provide 251(c)(3) UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC ARKANSAS is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)

7.2 In SBC ARKANSAS, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC ARKANSAS's network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.

### **7.3 251(c)(3) UNE Dedicated Transport Dark Fiber**

7.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, SBC ARKANSAS will provide a 251(c)(3) UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 7.5 and 7.6 below. 251(c)(3) UNE Dedicated Transport Dark Fiber is defined as SBC ARKANSAS dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within SBC ARKANSAS's network, connecting SBC ARKANSAS switches or wire centers within a LATA. SBC ARKANSAS is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC ARKANSAS wire centers. SBC ARKANSAS will offer 251(c)(3) UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC ARKANSAS CO where the requested 251(c)(3) UNE Dedicated Transport Dark Fiber(s) terminate.

7.4 A "route" is defined as a transmission path between one of SBC ARKANSAS's wire centers or switches and another of SBC ARKANSAS's wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch



“X”). Transmission paths between identical end points (e.g., wire center or switch “A” and wire center or switch “Z”) are the same “route,” irrespective of whether they pass through the same intermediate wire centers or switches, if any.

## 7.5 **Spare Fiber Inventory Availability and Condition**

7.5.1 All available spare 251(c)(3) UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for SBC ARKANSAS’s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare 251(c)(3) UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.

## 7.6 **Determining Spare Fibers**

7.6.1 SBC ARKANSAS will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:

7.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

7.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers

7.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

7.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

7.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers

7.6.1.1.5 Cables with 216 fibers: 18 maintenance spares

7.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

7.6.1.1.7 Cables with 432 fibers: 36 maintenance spares

7.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.

7.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.

7.6.1.3 SBC ARKANSAS growth fibers. Fibers documented as reserved by SBC ARKANSAS for utilization for growth within the 12 month–period following the carrier’s request.

7.6.2 The appropriate SBC ARKANSAS engineering organization will maintain records on each fiber optic cable for which CLECs request 251(c)(3) UNE Dedicated Transport Dark Fiber.

7.7 **Quantities and Time Frames for ordering 251(c)(3) UNE Dedicated Transport Dark Fiber**

7.7.1 The minimum number of 251(c)(3) UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, SBC ARKANSAS will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 7.6 above.)

7.7.2 If CLEC wishes to request 251(c)(3) UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

7.7.2.1 If spare 251(c)(3) UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, SBC ARKANSAS will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.

7.7.3 251(c)(3) UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve 251(c)(3) UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the 251(c)(3) UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.

## 7.8 **Right of Revocation of Access to 251(c)(3) UNE Dedicated Transport Dark Fiber**

7.8.1 Right of revocation of access to 251(c)(3) UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 2 of this Attachment. For clarification purposes, SBC ARKANSAS's right of revocation of access under this Section 7.8 applies even when the affected dedicated transport dark fiber remains a 251(c)(3) UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 7.8.

7.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC ARKANSAS provided the fiber(s), SBC ARKANSAS may revoke CLEC's access to the 251(c)(3) UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to SBC ARKANSAS inventory.

7.8.3 SBC ARKANSAS may reclaim from the CLEC the right to use 251(c)(3) UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed 251(c)(3) UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, SBC ARKANSAS will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. SBC ARKANSAS must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet SBC ARKANSAS's bandwidth requirements within the 12 months following the revocation.

## 7.9 **Access Methods specific to 251(c)(3) UNE Dedicated Transport Dark Fiber**

7.9.1 The demarcation point for 251(c)(3) UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an SBC ARKANSAS approved splitter shelf. This arrangement allows for non-intrusive testing.

7.9.2 At CO's, 251(c)(3) UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

## 7.10 **Installation and Maintenance for 251(c)(3) UNE Dedicated Transport Dark Fiber**

7.10.1 SBC ARKANSAS will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.

## 7.11 Dark Fiber Transport Declassification

7.11.1 SBC ARKANSAS shall provide CLEC with access to 251(c)(3) UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC ARKANSAS must provide 251(c)(3) UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering 251(c)(3) UNE Dedicated Transport Dark Fiber on such route(s).

7.11.2 Effect on Embedded Base. Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as 251(c)(3) UNEs under this Agreement, SBC ARKANSAS will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.6. At the end of the applicable transition period under Section 2.6, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC ARKANSAS.

7.11.3 Products provided by SBC ARKANSAS in conjunction with 251(c)(3) UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 7.11 where such fiber is Declassified.

7.11.4 The Parties agree that activity by SBC ARKANSAS under this Section 7.11 shall not be subject to the Network Disclosure Rules.

## 7.12 Routine Network Modifications

7.12.1 SBC ARKANSAS shall make routine network modifications to 251(c)(3) UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested 251(c)(3) UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC ARKANSAS shall perform routine network modifications to 251(c)(3) UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

7.12.2 A routine network modification is an activity that SBC ARKANSAS regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (*i.e.*, optronics), and SBC ARKANSAS is not obligated to perform those activities for a requesting Telecommunications Carrier.

- 7.12.3 Routine network modifications do not include constructing new 251(c)(3) UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC ARKANSAS is not obligated to perform those activities for a requesting telecommunications carrier.
- 7.12.4 SBC ARKANSAS shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC ARKANSAS's retail customers.
- 7.12.5 Notwithstanding anything to the contrary herein, SBC ARKANSAS's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 7.12.6 SBC ARKANSAS shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the Appendix Pricing. A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

## **8.0 RESERVED**

## **9.0 RESERVED**

## **10.0 DS1 and DS3 Dedicated Transport**

- 10.1 Subject to Section 2 of this Appendix 251(c)(3) UNEs, SBC ARKANSAS shall provide 251(c)(3) UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.
- 10.2 For purposes of this Agreement, the following definitions apply:
- 10.2.1 "Dedicated Transport" is defined as SBC ARKANSAS interoffice transmission facilities between wire centers or switches owned by SBC ARKANSAS, or between wire centers or switches owned by SBC ARKANSAS and switches

owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

10.2.1.1 SBC ARKANSAS is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC ARKANSAS wire centers.

10.2.2 A “route” is defined as a transmission path between one of SBC ARKANSAS’s wire centers or switches and another of SBC ARKANSAS’s wire centers or switches. A route between two points (e.g., wire center or switch “A” and wire center or switch “Z”) may pass through one or more intermediate wire centers or switches (e.g. wire center or switch “X”). Transmission paths between identical end points (e.g., wire center or switch “A” and wire center or switch “Z”) are the same “route,” irrespective of whether they pass through the same intermediate wire centers or switches, if any.

10.3 SBC ARKANSAS will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide 251(c)(3) UNE DS1/DS3 Dedicated Transport.

10.3.1 Subject to the caps set forth in Sections 10.3.4 and 10.3.5, 251(c)(3) UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

10.3.2 SBC ARKANSAS will provide 251(c)(3) UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

10.3.3 251(c)(3) UNE DS1 and DS3 Transport includes, as follows:

10.3.3.1 Multiplexing – an option ordered in conjunction with 251(c)(3) UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as 251(c)(3) UNE DS1 or DS3 Dedicated Transport.

10.3.3.2 Other Optional features are outlined in Appendix Pricing.

10.3.4 **DS3 Transport “Caps”**

10.3.4.1 SBC ARKANSAS is not obligated to provide to CLEC more than twelve (12) DS3 251(c)(3) UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise

Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 251(c)(3) UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at SBC ARKANSAS's option it may accept the order, but convert any requested DS3 251(c)(3) UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

### 10.3.5 DS1 Transport "Caps"

10.3.5.1 SBC ARKANSAS is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at SBC ARKANSAS's option it may accept the order, but convert any requested DS1 251(c)(3) UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

## 10.4 Diversity

10.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for 251(c)(3) UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.4.2 SBC ARKANSAS shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by SBC ARKANSAS for CLEC specific diversity, SBC ARKANSAS will advise CLEC of the applicable additional charges. SBC ARKANSAS will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

## 10.5 **Declassification Procedure**

10.5.1 Wire Center “Tiers” -- For purposes of this Section 10.5 (and Section 7 related to Dark Fiber), wire centers are classified into three “tiers,” as follows:

- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
- (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
- (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

### 10.5.2 **DS1 Transport Declassification**

10.5.2.1 Subject to the cap described in Section 10.3.5, SBC ARKANSAS shall provide CLEC with access to 251(c)(3) UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC ARKANSAS must provide 251(c)(3) UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Dedicated Transport on such route(s).

### 10.5.3 **DS3 Transport Declassification**

10.5.3.1 Subject to the cap described in Section 10.3.4, SBC ARKANSAS shall provide CLEC with access to 251(c)(3) UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC ARKANSAS must provide 251(c)(3) UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center.



If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Dedicated Transport on such route(s).

- 10.5.4 Effect on Embedded Base. Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as 251(c)(3) UNEs under this Agreement, SBC ARKANSAS will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.6
- 10.5.5 Products provided by SBC ARKANSAS in conjunction with 251(c)(3) UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to repricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Transport is Declassified.
- 10.6 The Parties agree that activity by SBC ARKANSAS under this Section 10.5 shall not be subject to the Network Disclosure Rules.
- 10.7 **Routine Network Modifications – 251(c)(3) UNE Dedicated Transport**
- 10.7.1 SBC ARKANSAS shall make routine network modifications to 251(c)(3) UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested 251(c)(3) UNE Dedicated Transport facilities have already been constructed. SBC ARKANSAS shall perform routine network modifications to 251(c)(3) UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 10.7.2 A routine network modification is an activity that SBC ARKANSAS regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC ARKANSAS is not obligated to perform those activities for a requesting telecommunications carrier.

- 10.7.3 Routine network modifications do not include constructing new 251(c)(3) UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC ARKANSAS is not obligated to perform those activities for a requesting telecommunications carrier.
- 10.7.4 SBC ARKANSAS shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC ARKANSAS's retail customers.
- 10.7.5 Notwithstanding anything to the contrary herein, SBC ARKANSAS's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 10.7.6 SBC ARKANSAS shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Appendix Pricing. A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.
- 10.8 **Digital Cross-Connect System (DCS)**
- 10.8.1 SBC ARKANSAS offers DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services, and CLEC may request NRS pursuant to the terms and conditions of that tariff.
- 10.9 **911 or E911 Database**
- 10.9.1 Access to the SBC ARKANSAS 911 or E911 call related databases will be provided as described in the 251(c)(3) 911 and E911 Appendix.
- 10.10 **Operations Support Systems Functions**
- 10.10.1 Definition: Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by

SBC ARKANSAS's databases and information. SBC ARKANSAS will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS

## **11.0 Cross-connects**

- 11.1 The cross connect is the media between the SBC ARKANSAS distribution frame and an CLEC designated collocated space, 251(c)(3) UNE Access Method, 251(c)(3) UNE Subloop Access Method or other SBC ARKANSAS 251(c)(3) unbundled network elements purchased by CLEC.
- 11.2 SBC ARKANSAS offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. SBC ARKANSAS will charge CLEC the appropriate rate as shown on Appendix Pricing 251(c)(3) UNE - Schedule of Prices labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing".
- 11.3 Cross connects to the collocation associated with 251(c)(3) UNE local loops are available with or without automated testing and monitoring capability.
- 11.4 SBC ARKANSAS offers the choice of three types of cross connects with subloop elements as detailed in Appendix Pricing. SBC ARKANSAS will charge CLEC the appropriate rate as shown on Appendix Pricing 251(c)(3) UNE - Schedule of Prices labeled "251(c)(3) UNE Subloop Cross Connect".

## **12.0 Additional Requirements Applicable to 251(c)(3) Unbundled Network Elements**

- 12.1 This Section 12 sets forth additional requirements for 251(c)(3) unbundled Network Elements which SBC ARKANSAS agrees to offer to CLEC under this Agreement.
- 12.1.1 SBC ARKANSAS will offer 251(c)(3) UNE local loops with and without automated testing and monitoring services, where technically feasible. If an LSP uses its own testing and monitoring services, SBC ARKANSAS still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

## **12.2 Synchronization**

### **12.2.1 Definition:**

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network

synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

### 12.2.2 **Technical Requirements**

SBC ARKANSAS will provide synchronization to equipment that is owned by SBC ARKANSAS and is used to provide a network element to CLEC in the same manner that SBC ARKANSAS provides synchronization to itself.

## 12.3 **Co-operative Testing**

12.3.1 Upon request, at Time and Materials charges as shown on Appendix Pricing 251(c)(3) UNE - Schedule of Prices, SBC ARKANSAS will provide to CLEC cooperative testing to test any network element provided by SBC ARKANSAS and to test the overall functionality of network elements provided by SBC ARKANSAS that are connected to one another or to equipment or facilities provided or leased by CLEC, to the extent SBC ARKANSAS has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that SBC ARKANSAS is required to provide for unbundled Network Elements under Attachment 6.

## 13.0 **Pricing**

### 13.1 **Price Schedules**

Attached hereto as Appendix Pricing – 251(c)(3) UNE is a schedule which reflects the prices at which SBC ARKANSAS agrees to furnish 251(c)(3) unbundled Network Elements to CLEC.

## 14.0 **Remand Order Embedded Base Temporary Rider**

14.1 Attached hereto and incorporated herein is the Remand Order Embedded Base Temporary Rider (“Embedded Base Rider”).

## **APPENDIX PRICING – 251(C)(3) UNE**

### **1.0 Application of Prices**

- 1.1 CLEC agrees to compensate SBC ARKANSAS for 251(c)(3) unbundled Network elements at the rates contained in this Appendix. 251(c)(3) Unbundled Network Elements are available from SBC ARKANSAS on a per 251(c)(3) unbundled Network Element basis or in combinations of elements at prices as contained in this Appendix.
- 1.2 Unless otherwise stated, SBC ARKANSAS will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of receipt of invoice. In accordance with section 8.1 of the General Terms and Conditions, interest will apply on overdue amounts.
- 1.3 The attached Schedule of Prices sets forth the prices that SBC ARKANSAS will charge CLEC for 251(c)(3) unbundled Network Elements and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).
- 1.4 Except for requests that are expressly made subject to the Bona Fide Request process described in Section 2.22 of Attachment 6 (“Bona Fide Request Elements”), CLEC may order, and SBC ARKANSAS will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing - Schedule of Prices contains a complete list of rate elements and charges associated with 251(c)(3) unbundled Network Elements and other items, if any, offered by SBC ARKANSAS pursuant to this Attachment. This paragraph does not limit or expand the use of the Bona Fide Request Process.
- 1.5 This Section Intentionally Left Blank
  - 1.5.1 Zone 1 (rural) includes Rate Group 1 as defined in SBC ARKANSAS' Local Exchange Tariff. Zone 2 (suburban) includes Rate Group 2 as defined in SBC ARKANSAS' Local Exchange Tariff. Zone 3 (urban) includes Rate Groups 3 and 4 as defined in SBC ARKANSAS Local Exchange Tariff.

### **2.0 Recurring Charges**

- 2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.
- 2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

- 2.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SBC ARKANSAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SBC ARKANSAS will round up to the next whole before determining the mileage and applying rates.

### **3.0 Non-Recurring Charges**

- 3.1 Non-recurring charges for 251(c)(3) unbundled Network Elements are included on Appendix Pricing UNE - Schedule of Prices.

- 3.2 If CLEC provides its own testing for 251(c)(3) unbundled Network Elements and its testing produces incorrect information which results in SBC ARKANSAS dispatching a repair crew unnecessarily, then CLEC will pay SBC ARKANSAS the cost of the unnecessary trip.

- 3.3 SBC ARKANSAS offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Schedule of Prices labeled "Service Order Charges - Unbundled Element".

#### **3.4 Simple and Complex Service Orders**

- 3.4.1. The Schedule of Prices lists a "Simple" and "Complex" price for each service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

- 3.4.2 Simple and complex Service Orders: If either SBC ARKANSAS or a CLEC on an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.

### **4.0 Maintenance of Service, Time and Materials, and NonProductive Dispatch Charges**

- 4.1 If CLEC requests or approves a SBC ARKANSAS technician to perform special installation, maintenance, or conversion services for 251(c)(3) Unbundled Network Elements excluding services which SBC ARKANSAS is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

- 4.2 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SBC ARKANSAS' equipment and/or facilities, CLEC will issue a trouble report to SBC ARKANSAS.

- 4.3 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SBC ARKANSAS dispatches personnel to the end user's premises or a SBC ARKANSAS central office and trouble was not caused by SBC ARKANSAS' facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SBC ARKANSAS dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SBC ARKANSAS or in detariffed CPE provided by SBC ARKANSAS, unless covered under a separate maintenance agreement.
- 4.5 If CLEC issues a trouble report allowing SBC ARKANSAS access to the end user's premises and SBC ARKANSAS personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SBC ARKANSAS personnel are allowed access to the premises, the NonProductive Dispatch charges will still apply.
- 4.6 Time and Materials and/or Maintenance of Service and/or NonProductive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. 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 considered to be Monday through Friday 8 a.m. to 5 p.m. which is SBC ARKANSAS normally scheduled work day. SBC ARKANSAS' normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SBC ARKANSAS' normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SBC ARKANSAS' normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SBC ARKANSAS employee is necessary.
- 4.7 SBC ARKANSAS will bill CLEC Time and Materials, NonProductive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.
- 4.8 SBC ARKANSAS will manage costs of Time and Materials, NonProductive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SBC ARKANSAS' internal management of those costs.

- 4.9 Charges for services contained in this section are listed in the Schedule of Prices labeled “Maintenance of Service Charges”, “Time and Materials Charges”, and “Non Productive Dispatch Charges”.



The positions and language set forth by SBC Arkansas in this document are predicated upon state and federal regulatory orders and court decisions released and/or in effect as of the date these documents were originally published January 20, 2005. The positions taken and language proposed by SBC Arkansas do not take into account any rulings and/or subsequent government action(s) affecting those rulings released following such date. SBC Arkansas reserves the right to amend and/or withdraw any of its positions and propose alternative language as a result of any action by any applicable state or federal regulatory or legislative body or court of competent jurisdiction, including any appeal(s) or associated review of any Arkansas PSC order and/or any other relevant government action that may occur during these negotiations and any associated arbitration(s). Additionally, SBC Arkansas serves notice that it does not intend, in the context of the negotiations of a successor agreement to the A2A, to negotiate rates, terms and conditions for the provision of the UNE(s) not required by Section 251(c)(3) of the Act, as determined by FCC rules and associated FCC and judicial orders.

UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
<b>Network Interface Device</b>							
Disconnect Loop from inside wiring, per NID	None		\$ 15.37	(11)	\$ 10.25	(11)	NRBND
<b>Unbundled Loops</b>							
2W Analog Zone 1	22.02	(1)	\$ 23.06	(11)	\$ 10.88	(11)	U21
2W Analog Zone 2	18.70	(1)	\$ 23.06	(11)	\$ 10.88	(11)	U21
2W Analog Zone 3	<b>See Exhibits</b>	(1)	\$ 23.06	(11)	\$ 10.88	(11)	U21
Conditioning for dB Loss	\$ 7.81	(1)	\$ 17.54	(11)	\$ 8.58	(11)	UL2
4W Analog Zone 1	40.37	(1)	\$ 47.60	(11)	\$ 23.00	(11)	U4H
4W Analog Zone 2	32.75	(1)	\$ 47.60	(11)	\$ 23.00	(11)	U4H
4W Analog Zone 3	35.23	(1)	\$ 47.60	(11)	\$ 23.00	(11)	U4H
							U4H
2W Digital 160 Kbps (ISDN-BRI) Zone 1	26.68	(2)	\$ 15.03	(11)	\$ 6.22	(11)	U2Q
2W Digital 160 Kbps (ISDN-BRI) Zone 2	22.11	(2)	\$ 15.03	(11)	\$ 6.22	(11)	U2Q
2W Digital 160 Kbps (ISDN-BRI) Zone 3	24.09	(2)	\$ 15.03	(11)	\$ 6.22	(11)	U2Q
4W Digital Zone 1	\$ 88.48	(1)	\$ 68.40	(11)	\$ 27.25	(11)	U4D1X
4W Digital Zone 2	\$ 70.26	(1)	\$ 68.40	(11)	\$ 27.25	(11)	U4D1X
4W Digital Zone 3	\$ 64.78	(1)	\$ 68.40	(11)	\$ 27.25	(11)	U4D1X

The positions and language set forth by SBC Arkansas in this document are predicated upon state and federal regulatory orders and court decisions released and/or in effect as of the date these documents were originally published January 20, 2005. The positions taken and language proposed by SBC Arkansas do not take into account any rulings and/or subsequent government action(s) affecting those rulings released following such date. SBC Arkansas reserves the right to amend and/or withdraw any of its positions and propose alternative language as a result of any action by any applicable state or federal regulatory or legislative body or court of competent jurisdiction, including any appeal(s) or associated review of any Arkansas PSC order and/or any other relevant government action that may occur during these negotiations and any associated arbitration(s). Additionally, SBC Arkansas serves notice that it does not intend, in the context of the negotiations of a successor agreement to the A2A, to negotiate rates, terms and conditions for the provision of the UNE(s) not required by Section 251(c)(3) of the Act, as determined by FCC rules and associated FCC and judicial orders.

UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
2 Wire xDSL - Zone 1	\$ 22.02		\$23.06		\$10.88		
2 Wire xDSL - Zone 2	\$ 18.70		\$23.06		\$10.88		
2 Wire xDSL - Zone 3	See Exhibits		\$23.06		\$10.88		
4 Wire xDSL - Zone 1	\$ 40.37		\$47.60		\$23.00		4SL1X
4 Wire xDSL - Zone 2	\$ 32.75		\$47.60		\$23.00		4SL1X
4 Wire xDSL - Zone 3	\$ 35.23		\$47.60		\$23.00		4SL1X
<b>Loop Cross Connects (with testing unless otherwise noted)</b>							
Analog Loop to Collo 2W (same CO)	\$ 1.47	(1)	\$ 17.29	(11)	\$ 17.29	(11)	
Analog Loop to Collo 2W w/o testing (same CO)	\$ 0.24	(1)	\$ 13.69	(11)	\$ 7.43	(11)	
Analog Loop to Collo 4W (same CO)	\$ 2.95	(1)	\$ 29.56	(11)	\$ 29.56	(11)	
Analog Loop to Collo 4W w/o testing (same CO)	\$ 0.48	(1)	\$ 20.45	(11)	\$ 13.80	(11)	UCXD4
Digital Loop to Collo 2W (same CO)	\$ 1.47	(1)	\$ 17.29	(11)	\$ 17.29	(11)	(UCXC2) under development
Digital Loop to Collo 2W w/o testing (same CO)	\$ 0.24	(1)	\$ 17.29	(11)	\$ 17.29	(11)	(UCXD2) under development
Digital Loop to Collo 4W (same CO)	\$ 11.30	(1)	\$ 39.05	(11)	\$ 32.15	(11)	UDLY4

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC	
Digital Loop to Collo 4W w/o testing (same CO)	\$ 11.30	(1)	\$ 34.99	(11)	\$ 29.04	(11)		
Analog Loop to Collo/Mux 2W	\$ 3.26	(1)	\$ 17.29	(11)	\$ 17.29	(11)		
Analog Loop to Collo/Mux 2W w/o testing	\$ 3.26	(1)	\$ 17.29	(11)	\$ 9.90	(11)		
Analog Loop to Collo/Mux 4W	\$ 4.54	(1)	\$ 31.75	(11)	\$ 30.45	(11)		
Analog Loop to Collo/Mux 4W w/o testing	\$ 4.54	(1)	\$ 20.45	(11)	\$ 13.80	(11)		
Digital Loop to Collo/Mux 2W	\$ 7.47	(1)	\$ 17.29	(11)	\$ 17.29	(11)		
Digital Loop to Collo/Mux 2W w/o testing	\$ 7.47	(1)	\$ 17.29	(11)	\$ 9.90	(11)		
Digital Loop to Collo/Mux 4W	\$ 7.23	(1)	\$ 34.91	(11)	\$ 24.11	(11)		
Digital Loop to Collo/Mux 4W w/o testing	\$ 7.23	(1)	\$ 34.91	(11)	\$ 13.80	(11)		
<b>Subloop Distribution</b>								
2W Analog Zone 1	\$ 17.23	(1)	\$ 80.81	(11)	\$ 32.78	(11)		
2W Analog Zone 2	\$ 8.43	(1)	\$ 80.81	(11)	\$ 32.78	(11)		
2W Analog Zone 3	\$ 5.59	(1)	\$ 80.81	(11)	\$ 32.78	(11)		
4W Analog Zone 1	\$ 33.30	(1)	\$ 88.99	(11)	\$ 36.49	(11)		
4W Analog Zone 2	\$ 15.78	(1)	\$ 88.99	(11)	\$ 36.49	(11)		
4W Analog Zone 3	\$ 9.96	(1)	\$ 88.99	(11)	\$ 36.49	(11)		
2W Digital Zone 1	\$ 20.23	(1)	\$ 88.16	(11)	\$ 35.36	(11)		
2W Digital Zone 2	\$ 11.39	(1)	\$ 88.16	(11)	\$ 35.36	(11)		
2W Digital Zone 3	\$ 8.13	(1)	\$ 88.16	(11)	\$ 35.36	(11)		
4W Digital Zone 1	\$ 32.84	(1)	\$ 127.88	(11)	\$ 50.63	(11)		
4W Digital Zone 2	\$ 15.14	(1)	\$ 127.88	(11)	\$ 50.63	(11)		
4W Digital Zone 3	\$ 9.26	(1)	\$ 127.88	(11)	\$ 50.63	(11)		
<b>Subloop Cross Connect</b>								
2W	\$ -	(6)	\$ 70.20	(11)	\$ 46.35	(11)		
4W	\$ -	(6)	\$ 78.50	(11)	\$ 50.50	(11)		
NTS Hardware - Under 10K Lines - per MOU	\$ -	(6)	None	(11)	None	(11)		

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
NTS Hardware - Under 10-20K Lines - per MOU	\$ -	(6)	None	(11)	None	(11)	
NTS Hardware - Under 20-40K Lines - per MOU	\$ -	(6)	None	(11)	None	(11)	
NTS Hardware - Over 40K Lines - per MOU	\$ -	(6)	None	(11)	None	(11)	
Line Class Code - One Way Optional Extended Area	None	(6)	\$3.06 per line	(11)	None	(11)	
<b>Customized Routing Resale AIN</b>							
Per customer line	\$ 0.10	(6)	ICB	(11)	ICB	(11)	
Per end office (unless previously charged under UNE)	None	(6)	ICB	(11)	ICB	(11)	
SOAC Table Work (unless previously charged under UNE)	None	(6)	ICB	(11)	ICB	(11)	
Development 1st LSP	None	(6)	ICB	(11)	ICB	(11)	
Development Subsq LSP	None	(6)	ICB	(11)	ICB	(11)	
EAS Port Additive per MOU	\$.024 or \$.0355 per MOU (or \$6.25 per mo.)	(6)	None		None		
Personalized Ring 1st DN	None		\$ 0.15	(11)	N/A	(11)	
Personalized Ring 2nd DN	None		\$ 0.15	(11)	N/A	(11)	
<b>Feature Activation per successful occurrence</b>							
Subsequent add or remove 100#s	None		\$ 12.70	(11)	\$ -	(11)	
Subsequent add or remove 10#s	None		\$ 2.10	(11)	\$ -	(11)	
Subsequent add or remove 100#s	None		\$ 12.70	(11)		(11)	
Subsequent add or remove 10#s	None		\$ 2.10	(11)		(11)	
Custom Access Treatment Code	None		\$ 0.05	(11)	N/A	(11)	
Denied Orig.	None		\$ 0.05	(11)	N/A	(11)	
Denied Term.	None		\$ 0.05	(11)	N/A	(11)	
Intercom Dialing	None		\$ 0.05	(11)	N/A	(11)	
DS1 Interoffice Transport - Urban Term.	\$ 40.78	(1)	\$ 136.65	(11)	\$ 78.80	(11)	
DS1 Interoffice Transport - Suburban Term.	\$ 44.59	(1)	\$ 136.65	(11)	\$ 78.80	(11)	

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
DS1 Interoffice Transport - Rural Term.	\$ 51.89	(1)	\$ 136.65	(11)	\$ 78.80	(11)	
DS1 Interoffice Transport - Interzone Term.	\$ 46.86	(1)	\$ 136.65	(11)	\$ 78.80	(11)	
DS1 Interoffice Transport - Urban Mile	\$ 0.32	(1)	N/A	(11)	N/A	(11)	
DS1 Interoffice Transport - Suburban Mile	\$ 0.72	(1)	N/A	(11)	N/A	(11)	
DS1 Interoffice Transport - Rural Mile	\$ 1.53	(1)	N/A	(11)	N/A	(11)	
DS1 Interoffice Transport - Interzone Mile	\$ 0.35	(1)	N/A	(11)	N/A	(11)	
DS3 Interoffice Transport - Urban Term.	\$ 478.64	(1)	\$ 158.10	(11)	\$ 97.75	(11)	
DS3 Interoffice Transport - Suburban Term.	\$ 596.55	(1)	\$ 158.10	(11)	\$ 97.75	(11)	
DS3 Interoffice Transport - Rural Term.	N/A	(1)	\$ 158.10	(11)	\$ 97.75	(11)	
DS3 Interoffice Transport - Interzone Term.	\$ 512.30	(1)	\$ 158.10	(11)	\$ 97.75	(11)	
DS3 Interoffice Transport - Urban Mile	\$ 12.83	(1)	N/A	(11)	N/A	(11)	
DS3 Interoffice Transport - Suburban Mile	\$ 17.51	(1)	N/A	(11)	N/A	(11)	
DS3 Interoffice Transport - Rural Mile	N/A	(1)	N/A	(11)	N/A	(11)	
DS3 Interoffice Transport - Interzone Mile	\$ 2.85	(1)	N/A	(11)	N/A	(11)	
<b>Dedicated Transport Cross Connect</b>							
DS1	\$ 7.12	(1)	\$ 73.88	(11)	\$ 60.23	(11)	
DS3	\$ 23.61	(1)	\$ 68.75	(11)	\$ 50.55	(11)	
<b>Multiplexing</b>							
VG to DS1	\$ 119.03	(1)	\$ 96.84	(11)	\$ 48.51	(11)	
DS1 to DS3	\$ 359.83	(1)	\$ 777.51	(11)	\$ 439.79	(11)	
<b>Service Order Charges - Unbundled Elements - Manual</b>							
New Simple	None		\$ 11.25	(11)	None	(11)	NRBUQ
New Complex	None		\$ 11.25	(11)	None	(11)	NRBUR
Change Simple	None		\$ 11.25	(11)	None	(11)	NRBUO

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Change Complex	None		\$ 11.25	(11)	None	(11)	NRBUP
Record Simple	None		\$ 11.25	(11)	None	(11)	NRBUU
Record Complex	None		\$ 11.25	(11)	None	(11)	NRBUV
Disconnect Simple	None		\$ 11.25	(11)	None	(11)	NRBUW
Disconnect Complex	None		\$ 11.25	(11)	None	(11)	NRBUX
Suspend/Restore Simple	None		\$ 11.25	(11)	None	(11)	NRBJZ
Suspend/Restore Complex	None		\$ 11.25	(11)	None	(11)	NRBJ7
							NRBJ9
							NRBJ8
Expedited Simple	None		\$ 11.25	(11)	None	(11)	NRMV1
Expedited Complex	None		\$ 11.25	(11)	None	(11)	NRMV2
Customer Not Ready Simple	None		\$ 11.25	(11)	None	(11)	
Customer Not Ready Complex	None		\$ 11.25	(11)	None	(11)	
Due Date Change or Cancellation Simple	None		\$ 11.25	(11)	None	(11)	NRMV3
PIC Change Charge	None		\$ 2.58	(11)	(on same order) \$0.05	(11)	NRBL9
Due Date Change or Cancellation Complex	None		\$ 11.25	(11)	None	(11)	NRMV4
<b>Mechanized UNE Service Order Charge</b>	None		\$ 2.35	(11)	None	(11)	
<b>Maintenance of Service Charges</b>							
Basic Time - per half hour	None		\$ 46.76	(11)	\$ 29.97	(11)	MVV
Overtime - per half hour	None		\$ 58.35	(11)	\$ 37.70	(11)	MVV
Premium Time - per half hour	None		\$ 69.94	(11)	\$ 45.42	(11)	MVV
<b>Time and Materials Charges</b>							
Basic Time - per half hour	None		\$ 46.76	(11)	\$ 29.97	(11)	ALK, ALT,ALH
Overtime - per half hour	None		\$ 58.35	(11)	\$ 37.70	(11)	ALK, ALT,ALH

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Premium Time - per half hour	None		\$ 69.94	(11)	\$ 45.42	(11)	ALK, ALT,ALH
<b>Nonproductive Dispatch Charges</b>							
Basic Time - per half hour	None		\$ 46.76	(11)	\$ 29.97	(11)	
Overtime - per half hour	None		\$ 58.35	(11)	\$ 37.70	(11)	
Premium Time - per half hour	None		\$ 69.94	(11)	\$ 45.42	(11)	
<b>Miscellaneous</b>							
Performance Data	ICB	(6)	ICB	(6)	ICB		
Special Request Processing	ICB	(6)	ICB	(6)	ICB		
<b>Dark Fiber - Interoffice</b>							
Dark fiber to Collo Cross-Connect	\$ 1.71	(3)	\$ 56.50	(11)	\$ 44.10	(11)	
Per first mile	\$ 316.00	(1)					
Per additional mile	\$ 24.00	(1)					
<b>BCR</b>							
Per local message	\$ 0.080		None		None		n/a
Per interstate local message	\$ 0.050		None		None		n/a
<b>Clearinghouse</b>							
Per originating message	\$ 0.020		None		None		n/a
Per end user message billed	\$ 0.050		None		None		n/a
<b>Recording</b>							
Recording/Access Usage Rec.	\$ 0.008		None		None		
Assembly and Editing per Mssg	\$ 0.004		None		None		
Rating per Mssg	\$ 0.004		None		None		
Message Processing per Mssg	\$ 0.004		None		None		
Provision of Mess. Detail / rec.	\$ 0.003		None		None		

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Source Info Provided per rec. furnished - meet point billing applicable	\$ 0.005000		None		None		
Source Info Provided per rec. furnished - meet point billing not applicable	\$ 0.018		None		None		
<b>Hosting</b>							
Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0020		None		None		n/a
Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0050		None		None		n/a
Non-Full Status RAO Company - Hosting Company Network per billable mssg	\$ 0.0100		None		None		n/a
Non-Full Status RAO Company - Nat'l CMDS Network per billable mssg	\$ 0.0070		None		None		n/a
Non-Full Status RAO Company - Delivery per record charge per billable mssg.	\$ 0.0030		None		None		n/a
<b>E911</b>							
Trunk Charge per channel	\$ 22.86	(1)	\$312.00	(1)		(1)	
<b>INTERCARRIER COMPENSATION</b>							
The following rates are applicable for Section 251(b)(5) Traffic if <b>Option 1</b> is elected:							
<b>Blended Transport</b>							
Zone 3 (Urban)	\$ 0.000401		None		None		ZZUBT
Zone 2 (Suburban)	\$ 0.000429		None		None		ZZUBT
Zone 1 (Rural)	\$ 0.000475		None		None		ZZUBT
Interzone	\$ 0.000430		None		None		ZZUBT
<b>Tandem Transport Termination</b>							
Termination MOU Zone 3 (Urban)	\$ 0.000157		None		None		ZZUST



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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Termination MOU Zone 2 (Suburban)	\$ 0.000171		None		None		ZZUST
Termination MOU Zone 1 (Rural)	\$ 0.000196		None		None		ZZUST
Termination MOU Interzone	\$ 0.000186		None		None		ZZUST
<b>Tandem Transport Facility Mileage</b>							
Facilities per mile per MOU Zone 3 (Urban)	\$ 0.000001		None		None		ZZURF
Facilities per mile per MOU Zone 2 (Suburban)	\$ 0.000003		None		None		ZZURF
Facilities per mile per MOU Zone 1 (Rural)	\$ 0.000006		None		None		ZZURF
Facilities per mile per MOU Interzone	\$ 0.000001		None		None		ZZURF
<b>End Office Switching</b>							
Zone 3/Urban	\$ 0.001310		None		None		ZZUR2
Zone 2/Suburban	\$ 0.001690		None		None		ZZUR2
Zone 1/Rural	\$ 0.002530		None		None		ZZUR2
<b>Tandem Switching</b>							
Duration charge, per MOU	\$ 0.000789		None		None		ZZUR1
<b>Optional Calling Area (OCA) Service Duration per MOU</b>	\$ 0.016		None		None		ZZUR2
<b>Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU</b>	\$ 0.0007						ZZUR2
The following rates are applicable for Section 251(b)(5) Traffic and ISP-Bound Traffic if <b>Option 2</b> is elected:							
<b>Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU</b>	\$ 0.0007						ZZUR2
<b>Optional Calling Area (OCA) Service</b>							
Duration per MOU	\$ 0.016		None		None		ZZUR2
The following rates are applicable for In-Balance Section 251(b)(5) Traffic and ISP-Bound Traffic if <b>Option 3</b> (Long Term Bill and Keep) is elected:							
<b>Blended Transport</b>							

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Zone 3 (Urban)	0.00		None		None		ZZUBT
Zone 2 (Suburban)	0.00		None		None		ZZUBT
Zone 1 (Rural)	0.00		None		None		ZZUBT
Interzone	0.00		None		None		ZZUBT
<b>Tandem Transport Termination</b>							
Termination MOU Zone 3 (Urban)	0.00		None		None		ZZUST
Termination MOU Zone 2 (Suburban)	0.00		None		None		ZZUST
Termination MOU Zone 1 (Rural)	0.00		None		None		ZZUST
Termination MOU Interzone	0.00		None		None		ZZUST
<b>Tandem Transport Facility Mileage</b>							
Facilities per mile per MOU Zone 3 (Urban)	0.00		None		None		ZZURF
Facilities per mile per MOU Zone 2 (Suburban)	0.00		None		None		ZZURF
Facilities per mile per MOU Zone 1 (Rural)	0.00		None		None		ZZURF
Facilities per mile per MOU Interzone	0.00		None		None		ZZURF
<b>End Office Switching</b>							
Zone 3/Urban	0.00		None		None		ZZUR2
Zone 2/Suburban	0.00		None		None		ZZUR2
Zone 1/Rural	0.00		None		None		ZZUR2
<b>Tandem Switching</b>							
Duration charge, per MOU	0.00		None		None		ZZUR1
Optional Calling Area (OCA) Service Duration per MOU	\$ 0.016		None		None		ZZUR2
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	0.00						ZZUR2
<b>Poles, Ducts, and Conduit</b>							
Pole attachment, per pole, per year	\$2.35		None		None		

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Conduit space, per duct foot, per year	\$0.40		None		None		
Inner duct, per duct foot, per year	\$0.20		None		None		
Fee for Admin. Approval of requests for pole attach. and conduit space	None		\$125.00		None		
<b>INP Optional Additive</b>	\$.024 or \$.0355 per MOU (or \$6.25 per mo)	(6)	None		None		
<b>Conversion Order Charges for Resold Services</b>							
Mechanized Simple	None		\$ 2.35	(1)	None		
Mechanized Complex	None		\$ 2.35	(1)	None		
Simple Manual	None		\$ 11.25	(1)	None		
Complex Manual	None		\$ 11.25	(1)	None		
<b>NXX Migration per NXX</b>	None		\$ 10,000.00	(4)	\$ 10,000.00	(4)	
<b>White Pages - Resale and Facility Based</b>							
<b>Directory</b>	<b>Price for one (1) single sided informational page</b>						
<b>Little Rock</b>	<b>964.44</b>						
<b>Arkadelphia</b>	<b>178.60</b>						
<b>Ashdown</b>	<b>178.60</b>						
<b>Batesville</b>	<b>178.60</b>						
<b>Benton</b>	<b>178.60</b>						
<b>Blytheville</b>	<b>178.60</b>						
<b>Conway</b>	<b>178.60</b>						
<b>El Dorado</b>	<b>178.60</b>						
<b>Eureka Springs</b>	<b>178.60</b>						
<b>Fayetteville</b>	<b>178.60</b>						
<b>Forrest City</b>	<b>178.60</b>						



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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
further KCC review in Docket No. 01-GIMT-032-GIT..							
(3) Interim price in an interconnection agreement approved by the KCC subject to true-up pending the out come of Dkt. 97-SCCC-149-GIT, Dkt. 99-SCCC-710-ARB, or Dkt. 00-DCIT-389-ARB.							
(4) Interim price in an interconnection agreement approved by the KCC but prices are not pending review by the KCC at this time; subject to true-up if requested by a CLEC.							
(5) Interim price in the T2A subject to true-up pending review of the KCC in Dkt. 97-SCCC-149-GIT.							
(6) Interim price set in the T2A; not addressed in any Kansas interconnection agreement or proceedings; subject to true-up if requested by a CLEC.							
(8) Price determined using the formula and methodology adopted by the FCC in CC Docket No. 86-212, Amendment of Rules and Policies Governing the Attachment of Cable Television Hardware to Utility Poles (released July 23, 1987).							
(9) SWB will file a cost study 60 days from the date of CLEC's request for OC48 dedicated transport or 90 days from deployment of OC192 or higher facilities in Kansas per KCC Order dated June 23, 2000 in Dkt. 97-SCCC-149-GIT.							
(10) In compliance with the SBC Communications, Inc. ("SBC") / Ameritech Merger Order, SWBT waives access and connectivity charges to its OSS to all CLECs in Kansas until October, 2002. See SBC/Ameritech Merger Order, 14 FCC Rcd at 15009-10, Appendix C, paragraph 35 and , 14 FCC Rcd at 15038 Appendix C, paragraph 74. Upon completion of merger conditions, the prices in section 15 of the Appendix Services/Prices are effective.							
(11) Discounted NRCs pursuant to the amended ex parte presentation filed by SWBT with the FCC on December 28, 2000 in CC Docket No. 00-217.							
<b>Rate Elements</b>	<b>Recurring Rate</b>		<b>Nonrecurring Rate First</b>		<b>Nonrecurring Rate Additional</b>	<b>Subsequent Change</b>	<b>USOCs</b>
<b>RESALE</b>	<b>RESALE DISCOUNTS</b>						

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
	RECURRING		NON-RECURRING				
<b>BUSINESS</b>							
<b>LOCAL EXCHANGE SERVICE</b>							
Business 1 Party	14.5%		14.5%				
Business - Multi-Line Hunting	14.5%		14.5%				
Business Measured	14.5%		14.5%				
Business Measured (HTG Class of Service)	14.5%		14.5%				
Customer Owned Pay Telephone Service	14.5%		14.5%				
Line Amplifier	14.5%		14.5%				
Message Register Equipment	14.5%		14.5%				
Service Connections, Moves and Changes	14.5%		14.5%				
Special Billing Numbers	14.5%		14.5%				
Telephone Answering and Secretarial Service	14.5%		14.5%				
<b>EXPANDED LOCAL CALLING</b>							
Mandatory EAS	14.5%		14.5%				
MetroPlus	14.5%		14.5%				
<b>VERTICAL SERVICES</b>							
Auto Redial	14.5%		14.5%				
Call Blocker	14.5%		14.5%				
Call Forwarding	14.5%		14.5%				
Call Forwarding - Busy Line	14.5%		14.5%				
Call Forwarding - Busy Line/Don't Answer	14.5%		14.5%				
Call Forwarding - Don't Answer	14.5%		14.5%				
Call Return	14.5%		14.5%				
Call Trace	14.5%		14.5%				

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Call Waiting	14.5%		14.5%				
Calling Name	14.5%		14.5%				
Calling Number	14.5%		14.5%				
Personalized Ring (1 dependent number)	14.5%		14.5%				
Personalized Ring (2 dependent numbers - 1st number)	14.5%		14.5%				
Personalized Ring (2 dependent numbers - 2nd number)	14.5%		14.5%				
Priority Call	14.5%		14.5%				
Remote Access to Call Forwarding	14.5%		14.5%				
Selective Call Forwarding	14.5%		14.5%				
Simultaneous Call Forwarding	14.5%		14.5%				
Speed Calling	14.5%		14.5%				
Three Way Calling	14.5%		14.5%				
DID							
DID (First Block of 100 - Category 1)	14.5%		14.5%				
DID (First Block of 10 - Category 1)	14.5%		14.5%				
DID (Ea. adl. block of 10 after first 10 - Category 1)	14.5%		14.5%				
DID (Ea. adl. block of 100 after first 100 - Category 2)	14.5%		14.5%				
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	14.5%		14.5%				
DID (with Multifrequency)	14.5%		14.5%				
DID (with Dual-Tone Multifrequency)	14.5%		14.5%				
DID (1st 10 Trunks or access lines)	14.5%		14.5%				
DID (11th thru 50th trunk or network access line)	14.5%		14.5%				
DID (51st trunk or network access line)	14.5%		14.5%				
TRUNKS							
Analog Trunks	14.5%		14.5%				

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Digital Trunks	14.5%		14.5%				
PBX Dormitory Trunks	14.5%		14.5%				
<b>AIN</b>							
Area Wide Networking	14.5%		14.5%				
Caller Intelidata	14.5%		14.5%				
Disaster Routing Service	14.5%		14.5%				
Intelligent Redirectsm	14.5%		14.5%				
Intellinumber	14.5%		14.5%				
Positive ID	14.5%		14.5%				
<b>OTHER</b>							
Bundled Telecommunications Services (e.g., the Works)	14.5%		14.5%				
Busy Out Arrangement	14.5%		14.5%				
Conference Telephone Service	14.5%		14.5%				
Customer Alerting Enablement	14.5%		14.5%				
Grandfathered Services	14.5%		14.5%				
Hot Line	14.5%		14.5%				
Hunting	14.5%		14.5%				
Improved Transmission	14.5%		14.5%				
Intercept Referral Service	14.5%		14.5%				
Local Operator Assistance Service	14.5%		14.5%				
Night Number associated with Telephone Number	14.5%		14.5%				
Night Number associated with a Terminal	14.5%		14.5%				
Promotions (Greater than 90 days)	14.5%		14.5%				
Telebranch®	14.5%		14.5%				
Preferred Number Service	14.5%		14.5%				



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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Second Line Control	14.5%		14.5%				
TouchTone	14.5%		14.5%				
Voice Dial	14.5%		14.5%				
Warm Line	14.5%		14.5%				
Data Services							
Gigabit Ethernet Metropolitan Area Network (GigaMAN )	14.5%		14.5%				
PBX Trunks	14.5%		14.5%				
Mult-Service Optical Network (MON )	14.5%		14.5%				
OCn-PTP	14.5%		14.5%				
DS3	14.5%		14.5%				
ISDN							
Digilinesm (ISDN BRI)	14.5%		14.5%				
Select Video Plus®	14.5%		14.5%				
Smart Trunksm (ISDN PRI)	14.5%		14.5%				
SuperTrunk	14.5%		14.5%				
TOLL							
IntraLata MTS	14.5%		14.5%				
MaxiMizer 800®	14.5%		14.5%				
OutWATS	14.5%		14.5%				
800 Service	14.5%		14.5%				
OPTIONAL TOLL CALLING PLANS							
1+ SAVERsm	14.5%		14.5%				
Designated Number Service (1+SAVER Directsm)	14.5%		14.5%				

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Circle Saver	14.5%		14.5%				
Circle Saver Trial Plan (Fort Smith Lata Only)	14.5%		14.5%				
Community Calling Service	14.5%		14.5%				
Extended Community Saver	14.5%		14.5%				
PLEXAR®							
Plexar I®	14.5%		14.5%				
Plexar II®	14.5%		14.5%				
PRIVATE LINE							
Analog Private Lines	14.5%		14.5%				
Announcement Distribution Services	14.5%		14.5%				
DOVLink	14.5%		14.5%				
Foreign Exchange Service	14.5%		14.5%				
Foreign Serving Office	14.5%		14.5%				
Frame Relay	14.5%		14.5%				
Group Alerting Services	14.5%		14.5%				
MegaLink I®	14.5%		14.5%				
MegaLink II®	14.5%		14.5%				
MegaLink III®	14.5%		14.5%				
MicroLink I®	14.5%		14.5%				
MicroLink II®	14.5%		14.5%				
Public Response Calling Service	0.145		\$ 0.15				
	RESALE DISCOUNTS						
RESIDENCE	RECURRING		NON- RECURRING				

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
<b>LOCAL EXCHANGE SERVICE</b>							
Life Line and Link Up America Services	14.5%		14.5%				
Residence 1 Party	14.5%		14.5%				
Residence Measured	14.5%		14.5%				
Service Connections, Moves and Changes	14.5%		14.5%				
<b>EXPANDED LOCAL CALLING</b>							
Expanded Local Calling (Mandatory)	14.5%		14.5%				
MetroPlus	14.5%		14.5%				
<b>VERTICAL SERVICES</b>							
Auto Redial	14.5%		14.5%				
Call Blocker	14.5%		14.5%				
Call Forwarding	14.5%		14.5%				
Call Forwarding - Busy Line	14.5%		14.5%				
Call Forwarding - Busy Line/Don't Answer	14.5%		14.5%				
Call Forwarding - Don't Answer	14.5%		14.5%				
Call Return	14.5%		14.5%				
Call Trace	14.5%		14.5%				
Call Waiting	14.5%		14.5%				
Calling Name	14.5%		14.5%				
Calling Number	14.5%		14.5%				
ComCall®	14.5%		14.5%				
Personalized Ring (1 dependent number)	14.5%		14.5%				
Personalized Ring (2 dependent numbers - 1st number)	14.5%		14.5%				
Personalized Ring (2 dependent numbers - 2nd number)	14.5%		14.5%				
Priority Call	\$ 0.145		\$ 0.15				



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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
	RECURRING		NON- RECURRING				
OTHER (Resale)							
DIRECTORY ASSISTANCE SERVICES	14.5%		14.5%				
Nationwide Listing Services (NLS)	14.5%		14.5%				
TOLL							
Home 800sm	14.5%		14.5%				
IntraLATA MTS	14.5%		14.5%				
WATS	14.5%		14.5%				
OPTIONAL TOLL CALLING PLANS							
1+ SAVERsm	14.5%		14.5%				
Designated Number Service (1+SAVER Directsm)	14.5%		14.5%				
Circle Saver	14.5%		14.5%				
Circle Saver Trial Plan (Fort Smith Lata Only)	14.5%		14.5%				
Community Calling Service	14.5%		14.5%				
Extended Community Saver	14.5%		14.5%				
900 Call Restriction	14.5%		14.5%				
Access Services	0.0%		0.0%				
Additional Directory Listings	14.5%		14.5%				
Bill Plus	5.0%		5.0%				
Company Initiated Suspension Service	0.0%		0.0%				
Connections with Terminal Equipment and Communications Equipment	0.0%		0.0%				
Consolidated Billing	5.0%		5.0%				
Construction Charges	0.0%		0.0%				
Customer Initiated Suspension Service	0.0%		0.0%				
Exchange Connection Service	0.0%		0.0%				

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UNE/Service	MONTHLY RATE ARKANSAS	Foot note	Nonrecurring Rate First Arkansas	Foot note	Nonrecurring Rate Additional Arkansas	Foot note	USOC
Joint User Service	0.0%		0.0%				
Maintenance of Service Charges	0.0%		0.0%				
Plexar Custom®	0.0%		0.0%				
Prepaid Calling Cards	14.5%		14.5%				
Telecommunications Service Priority Systems	0.0%		0.0%				
Toll Billing Exception (Billed Number Screen)	14.5%		14.5%				
Toll Restriction	14.5%		14.5%				
Wireless Carrier Interconnection Services	0.0%		0.0%				
Electronic Billing Information Data (daily usage) per message	\$ 0.003		NA		NA		
Simple conversion charge per billable number	NA		\$ 25.00		NA		
Electronic conversion orders per billable number	NA		\$ 5.00		NA		
Complex conversion orders per billable number	NA		\$ 125.00		NA		
OS/DA							
Branding - Resellers							
- Initial Load	NA		\$ 1,800.00		NA		NRBDG
- Subsequent Load	NA		\$ 1,800.00		NA		NRBDG
- Per Call	0.02		NA		NA		ZZUCB
Rate Reference - Resellers							
- Initial Load	NA		\$ 2,000.00		NA		NRBDL
- Subsequent Load	NA		\$ 1,000.00		NA		NRBDM

## **ATTACHMENT 7: ORDERING AND PROVISIONING** **UNBUNDLED NETWORK ELEMENTS**

### **1.0 General Requirements**

- 1.1 SBC ARKANSAS will provide pre-order, ordering and provisioning services to CLEC associated with unbundled Network Elements (“251(c)(3) UNEs”), pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning – 251(c)(3) Unbundled Network Elements.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-251(c)(3) UNE to Attachment 6.
- 1.3 CLEC may order, and SBC ARKANSAS will fill orders, for 251(c)(3) Unbundled Network Elements as defined in Attachment 6. Multiple individual 251(c)(3) UNEs may be requested by CLEC from SBC ARKANSAS on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each 251(c)(3) UNE.
- 1.4 CLEC may order, and SBC ARKANSAS will fill orders, for specified combinations of 251(c)(3) Unbundled Network Elements, as defined in Attachment 6. Combinations of 251(c)(3) Unbundled Network Elements may be requested by a CLEC from SBC ARKANSAS on a single LSR for a specific customer, without the need to have CLEC send an LSR for each 251(c)(3) UNE. Subject to the other provisions of the Agreement, including without limitation the requirements of FCC Rule 51.318(b), CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). In accordance with the Change Management Process, SBC ARKANSAS agrees to provide additional electronic methods for ordering EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.
- 1.5 For all 251(c)(3) unbundled Network Elements and 251(c)(3) UNE Combinations ordered under this Agreement, SBC ARKANSAS will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SBC ARKANSAS receives the service order from CLEC) to the services SBC ARKANSAS provides to its end users for an equivalent service. When 251(c)(3) UNEs are ordered in combination, the service must be supported by all the functionalities provided to SBC ARKANSAS’ local exchange service customers. This will include but is not limited to, Dispatch scheduling and Real Time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SBC ARKANSAS achieves when providing the equivalent end user services to an end user.

- 1.6 Intentionally Left Blank.
- 1.7 CLEC and SBC ARKANSAS will use two types of orders to establish local service capabilities based upon a UNE architecture:
  - 1.7.1 Common Use 251(c)(3) Unbundled Network Elements are defined as 251(c)(3) Unbundled Network Elements provided by SBC ARKANSAS that are used by CLEC to provide a Telecommunications Service.
  - 1.7.2 Customer Specific 251(c)(3) Unbundled Network Elements are 251(c)(3) Unbundled Network Elements provided by SBC ARKANSAS to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific 251(c)(3) Unbundled Network Elements include, but are not limited to, the Local Loop. The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. SBC ARKANSAS agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) developed by the OBF.
- 1.8 Intentionally Left Blank.
- 1.9 Intentionally Left Blank.
- 2.0 **Intentionally Left Blank**
- 2.1 Intentionally Left Blank.
- 3.0 **Ordering and Provisioning Interface**
- 3.1 Pre-order, Ordering and Provisioning requests for 251(c)(3) Unbundled Network Elements or 251(c)(3) UNE Combinations provided by SBC ARKANSAS to CLEC will be transmitted via facsimile to the SBC ARKANSAS Local Service Center (LSC). The LSC will respond to CLEC calls with the same level of service that SBC ARKANSAS provides to their local exchange customers.
- 3.2 Intentionally Left Blank.
  - 3.2.1 Intentionally Left Blank.
  - 3.2.2 Intentionally Left Blank.
- 3.3 Intentionally Left Blank.



- 3.4 Intentionally Left Blank.
- 3.5 SBC ARKANSAS will provide a Single Point of Contact (SPOC) for all of CLEC's ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays). SBC ARKANSAS will respond to emergency requests for after hours provisioning via the LOC 24 hrs/day, 7 days a week.
- 3.5.1 SBC ARKANSAS will provide ordering and provisioning services to CLEC for 251(c)(3) unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC ARKANSAS provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m.(CST)) ordering, and provisioning services. If CLEC requests that SBC ARKANSAS perform such services, SBC ARKANSAS will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SBC ARKANSAS' quote, SBC ARKANSAS will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.
- 3.6 SBC ARKANSAS will also provide to CLEC a toll free nationwide telephone number to the IS Call Center for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 9:00 p.m. CST, Monday through Friday and 8:00 a.m. to 5:00 p.m. (Central Time) Saturday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of 251(c)(3) Unbundled Network Elements. Information Service Call Center (ISCC) help desk function for electronic system interfaces for all off shift hours are covered via on-call pager. These hours of operation will continue to be posted to CLEC OnLine website and are subject to change through the CMP.
- 3.7 Intentionally Left Blank.
- 3.8 SBC ARKANSAS will recognize CLEC as the customer of record for all 251(c)(3) Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.
- 3.9 Intentionally Left Blank.
- 3.9.1 Intentionally Left Blank.
- 3.9.2 Designed Layout Record Card for designed 251(c)(3) Unbundled Network Elements;

- 3.9.3 Where SBC ARKANSAS is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SBC ARKANSAS, SBC ARKANSAS will provide copies of notices containing such information received by SBC ARKANSAS to CLEC.
- 3.9.4 Intentionally Left Blank.
- 3.9.5 Intentionally Left Blank.
- 3.9.6 Intentionally Left Blank.
- 3.10 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.
- 3.11 Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.
- 3.12 SBC ARKANSAS and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 3.13 SBC ARKANSAS and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SBC ARKANSAS from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SBC ARKANSAS procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SBC ARKANSAS customers to a SBC ARKANSAS designated number. CLEC and SBC ARKANSAS will agree on the scripts to be used for this purpose.

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#### **5.0 Ordering Requirements**

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- 5.2 Intentionally Left Blank.
- 5.3 Intentionally Left Blank.

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5.4.1 Intentionally Left Blank.

5.5 Intentionally Left Blank.

5.6 SBC ARKANSAS will provide CLEC with standard provisioning intervals for all 251(c)(3) unbundled Network Elements and combinations as compared to SBC ARKANSAS customers for equivalent service. These intervals are found in Attachment 17.

5.7 Intentionally Left Blank.

5.8 On a conversion as specified order, SBC ARKANSAS will not require CLEC to provide data that SBC ARKANSAS has not made available to CLEC, or that CLEC does not have reasonable access to otherwise.

## **6.0 Provisioning Requirements**

6.1 Except in the event an CLEC local service customer changes their local service provider to another LSP or SBC ARKANSAS, SBC ARKANSAS may not initiate any CLEC end user requested disconnection or rearrangement of 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations unless directed by CLEC. Any CLEC customer who contacts SBC ARKANSAS regarding a change in CLEC service will be advised to contact CLEC. Any SBC ARKANSAS customer who contacts CLEC regarding a change in SBC ARKANSAS service will be advised to contact SBC ARKANSAS. In those instances when any CLEC local service customer changes their local service provider to another LSP or SBC ARKANSAS, CLEC will be notified as described in the Line Loss Notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

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6.3 Intentionally Left Blank

6.4 Intentionally Left Blank.

6.5 Where available, SBC ARKANSAS will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations ordered by CLEC.

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- 6.8 Any written “leave behind” materials that SBC ARKANSAS technicians provide to CLEC local customers will be branded materials that do not identify the work being performed as being SBC ARKANSAS’. These materials will include, without limitation, CLEC branded forms for the customer and CLEC branded “not at home” cards. “CLEC branded” materials, to be utilized by SBC ARKANSAS installation, maintenance and/or repair technicians when dealing with CLEC’s customers, will be furnished to SBC ARKANSAS by and at the sole expense of CLEC. SBC ARKANSAS will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SBC ARKANSAS, including individual SBC ARKANSAS technicians, can order “CLEC branded” materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SBC ARKANSAS or the technician
- 6.9 SBC ARKANSAS technicians will refer CLEC local customers to their local service provider, if a CLEC local customer requests a change to service at the time of installation. When a SBC ARKANSAS employee visits the premises of a CLEC local customer, the SBC ARKANSAS employee must inform the customer that he or she is there acting on behalf of their local service provider.
- 6.10 SBC ARKANSAS will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC’s approval prior to commencing construction under a CLEC order for such service.
- 6.11 Intentionally Left Blank
- 6.12 When CLEC orders 251(c)(3) UNE or 251(c)(3) UNE Combinations that are currently interconnected and functional, such 251(c)(3) UNE and 251(c)(3) UNE Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of 251(c)(3) Unbundled Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Attachment 6, Section 14.2.
- 6.12.1 “Contiguous Network Interconnection of Network Elements” includes, without limitation, the situation when CLEC orders all the SBC ARKANSAS 251(c)(3) Unbundled Network Elements required to convert a SBC ARKANSAS end-user customer or an CLEC resale customer to CLEC 251(c)(3) unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC ARKANSAS (or by CLEC on a resale basis) at the time of the order. SBC ARKANSAS will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC ARKANSAS end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

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**8.0 Performance Requirements**

- 8.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SBC ARKANSAS will specify a DD based on the applicable intervals. In the event CLEC's desired Due Date is less than the standard interval, the service order will be assigned a DD using the applicable interval. If expedited service is requested, CLEC will populate Expedite and Expedite Reason on the request. SBC ARKANSAS will contact SBC ARKANSAS and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SBC ARKANSAS will not complete the order prior to the DD or later than the DD unless authorized by CLEC. CLEC and SBC ARKANSAS will use the escalation process documented in the CLEC Handbook and contacts reflected in the Escalation website for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisioning of this agreement. SBC ARKANSAS will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications
- 8.2 When CLEC places an LSR to change the desired Due Date (DDD) from a previous version of the LSR that a FOC has already been received on, and SBC ARKANSAS will specify a due date (DD) based on the applicable intervals. If the desired Due Date is less than the standard interval, the expedite performance requirements will apply in addition. If expedited service is not requested, this situation will be considered a Due date change and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Due Date Change".
- 8.3 When CLEC places an LSR to cancel the request from a previous version of the LSR that a FOC has already been received on, and SBC ARKANSAS will process the cancel based on the request. This situation will be considered a cancel and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Cancel".
- 8.4 When CLEC or patron/end-user is not ready for service by or on the Due Date (DD), and SBC ARKANSAS will return a jeopardy notification to the CLEC. This situation will be considered a Customer Not Ready and applicable service order charges will apply as reflected in Attachment 5, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Customer Not Ready".

8.5 SBC ARKANSAS will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

**9.0 Intervals for Order Completion for 251(c)(3) UNE and Other Items**

9.1 SBC ARKANSAS will provide Performance Measurements as outlined in Attachment 17 under this Agreement.

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**11.0 Intentionally Left Blank**

**12.0** CLEC may request that a billing item be investigated on the SBC ARKANSAS provided bill. The CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the SBC ARKANSAS Local Service Center (LSC). The SBC ARKANSAS LSC will perform investigation on each disputed item. Credits will be applied to the CLEC bill for disputed billing items that the SBC ARKANSAS LSC finds to be unsustainable, no credits will be applied to the CLEC bill on sustainable billing items. Once all dispute items included in a billing dispute claim are investigated, the claim will be closed and the CLEC notified of completion.

**PRE-ORDER AND ORDERING  
AND PROVISIONING - UNE**

<b>Function</b>	<b>Loop</b>	<b>INP</b>						<b>DSR</b>
<b>PRE-ORDER</b>								
Address Verification	<b>X</b>	<b>X</b>						<b>X</b>
Service/Feature Availability	<b>X</b>	<b>X</b>						<b>X</b>
Telephone Number Assignment	<b>X</b>	<b>X</b>						<b>X</b>
Dispatch Schedule	<b>X</b>	<b>X</b>						<b>X</b>
Due Date	<b>X</b>	<b>X</b>						<b>X</b>
Customer Service Record	<b>X</b>	<b>X</b>						<b>X</b>
<b>ORDERING &amp; PROVISIONING</b>								
Conversion as Specified	<b>X<sup>1,6,7,8</sup></b>	<b>X<sup>2</sup></b>						<b>X</b>
Add/Disc Lines	<b>X</b>	<b>X<sup>3</sup></b>						<b>X<sup>11</sup></b>
Partial Migration (Line/WTN vs. Account Level)	<b>X</b>	<b>X</b>						<b>X<sup>11</sup></b>
Line Conditioning	<b>X</b>							
With / Without Diversity	<b>X</b>							





<b>Function</b>	<b>Loop</b>	<b>INP</b>						<b>DSR</b>
Line Conditioning	<b>X</b>							
With / Without Diversity	<b>X</b>							
With / Without Clear Channel Capability	<b>X<sup>10</sup></b>							
Records Only Order	<b>X</b>	<b>X</b>						<b>X</b>
T&F Order								
Outside Move	<b>X</b>							
Inside Move	<b>X</b>							
<b>POST SERVICE ORDER EDI TRANSACTIONS</b>								
Supplemental Orders	<b>X</b>	<b>X</b>						<b>X</b>
Firm Order Confirmation (FOC)	<b>X</b>	<b>X</b>						<b>X</b>
Jeopardies	<b>X</b>	<b>X</b>						<b>X</b>
Rejects	<b>X</b>	<b>X</b>						<b>X</b>
Order Completion	<b>X</b>	<b>X</b>						<b>X</b>

**Footnotes:**

- Existing SBC ARKANSAS customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC 251(c)(3) UNE loop customer.
- Existing SBC ARKANSAS number or existing CLEC INP number.

3. "Numbers" should be substituted for "lines"
4. Existing CLEC Unbundled Loop customer
5. Intentionally Left Blank
6. Intentionally Left Blank Intentionally Left Blank Intentionally Left Blank Existing CLEC leased facility
10. Only applies to DS-1 loops
11. Intentionally Left Blank

## **ATTACHMENT 8: MAINTENANCE - 251 (c)(3) UNBUNDLED NETWORK ELEMENTS**

### **1.0 General Requirements**

- 1.1 SBC ARKANSAS will provide repair, maintenance, testing, and surveillance for all 251(c)(3) Unbundled Network Elements and any 251(c)(3) UNE Combinations as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.

### **2.0 Maintenance Requirements**

- 2.1 SBC ARKANSAS will provide maintenance for all 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations ordered under this Agreement at levels equal to the maintenance provided by SBC ARKANSAS in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17.

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### **4.0 Repair Service Response**

- 4.1 SBC ARKANSAS technicians will provide repair service on 251(c)(3) Unbundled Network Elements and 251(c)(3) UNE Combinations that is at least equal in quality to that provided to SBC ARKANSAS customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC ARKANSAS customers. CLEC and SBC ARKANSAS agree to use the severity and priority restoration guidelines set forth in SBC ARKANSAS MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

### **5.0 Intercompany Communications**

- 5.1 The SBC ARKANSAS Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting an CLEC customer. The CLEC may call the SBC ARKANSAS NMSC in order to discuss scheduled activities that may impact CLEC Customers. For purposes of this subsection, an emergency network outage is defined as 2,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

## **6.0 Emergency Restoration**

6.1 SBC ARKANSAS NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;

6.1.1 establishment of the SBC ARKANSAS LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;

6.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. SBC ARKANSAS agrees that Telecommunications Service Priority (“TSP”) services for CLEC carry equal priority with SBC ARKANSAS TSP services for restoration. SBC ARKANSAS the will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

## **7.0 Misdirected Repair Calls**

7.1 All misdirected repair calls to SBC ARKANSAS from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC ARKANSAS will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC ARKANSAS' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC ARKANSAS customers to a SBC ARKANSAS designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

## **8.0 Repair Procedures**

8.1 SBC ARKANSAS agrees to the following:

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8.3 SBC ARKANSAS will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.

- 8.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.
- 8.5 Intentionally Left Blank.
- 8.6 While in manual mode operation, SBC ARKANSAS will provide CLEC "estimated time to restore." The SBC ARKANSAS LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SBC ARKANSAS for a maximum of four months after CLEC's market entry date in SBC ARKANSAS states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).
- 8.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.
- 8.8 Intentionally Left Blank.
- 8.9 Intentionally Left Blank.
- 8.10 For purposes of this Section, service through an 251(c)(3) Unbundled Network Element or 251(c)(3) UNE Combination is considered restored or a trouble resolved when the quality of 251(c)(3) Unbundled Network Element or 251(c)(3) UNE Combination service is equal to that provided before the outage or the trouble occurred.

## **9.0 Escalation Procedures**

- 9.1 SBC ARKANSAS will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SBC ARKANSAS management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SBC ARKANSAS' LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

## **10.0 Premises Visit Procedures**

- 10.1 SBC ARKANSAS Maintenance of Service Charges, when applicable, will be billed by SBC ARKANSAS to CLEC, and not to CLEC's end-user customers.
- 10.2 Dispatching of SBC ARKANSAS technicians to CLEC Customer premises shall be accomplished by SBC ARKANSAS pursuant to a request received from CLEC.
- 10.3 When a SBC ARKANSAS employee visits the premises of an CLEC local customer, the SBC ARKANSAS employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SBC ARKANSAS was on their premises acting on behalf of their local service provider.
- 10.4 If a trouble cannot be cleared without access to CLEC's local customer's premises and the customer is not at home, the SBC ARKANSAS technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

## **11.0 Testing**

- 11.1 All 251(c)(3) Unbundled Network Elements and/or 251(c)(3) UNE Combination troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SBC ARKANSAS. Upon receipt of a trouble report on 251(c)(3) Unbundled Network Element(s), SBC ARKANSAS will test and sectionalize all such 251(c)(3) UNEs purchased from (or provided by) SBC ARKANSAS. If SBC ARKANSAS determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SBC ARKANSAS will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.
- 11.2 SBC ARKANSAS and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SBC ARKANSAS and CLEC under which they will work together.

## **12.0 Pricing**

- 12.1 Charges for the relevant services provided under this Attachment are included in Attachment 6, Appendix Pricing 251(c)(3) UNE - Schedule of Prices.

## **ATTACHMENT 9: BILLING - OTHER**

### **1.0 Introduction**

- 1.1 This Section describes the requirements for the Parties to bill all charges the Parties incurred other than those addressed in Attachment 4: Connectivity Billing - Resale.
- 1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

### **2.0 Billing Information and Charges for UNE**

- 2.1 SBC ARKANSAS will bill in accordance with this Agreement those charges CLEC incurs as a result of CLEC purchasing from SBC ARKANSAS Unbundled Elements as set forth in Attachment 6. Each bill will be formatted in accordance with CABS or as applicable in accordance with EDI for Resale services. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Unbundled Element ordered by CLEC to which charges apply. Each bill will include a Customer Service Record (CSR) and will set forth the quantity and description of each Unbundled Element provided to CLEC.
- 2.2 SBC ARKANSAS will provide CLEC a monthly bill that includes all charges incurred by and credits and/or adjustments due to CLEC for those Unbundled Elements, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by SBC ARKANSAS to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date, (2) any known unbilled non-usage sensitive charges for prior periods, (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments and (6) any Customer Service Record (CSR) for all recurring flat-rated charges.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SBC ARKANSAS to CLEC. Bills will not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where “Jurisdiction” is identified, local and local toll charges will be identified as “Local” and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.
- 2.4 Each Party will provide the other Party at no additional charge a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.
- 2.5 SBC ARKANSAS will assign to CLEC one Billing Account Number (BAN) per LATA.

### **3.0 Issuance of UNE Bills**

- 3.1 SBC ARKANSAS will issue all bills in accordance with the terms and conditions set forth in this Section. SBC ARKANSAS will establish monthly billing dates (Bill Date) for each BAN, as further defined in the CABS documents and EDI/BOS document (e.g. AIN), which Bill Date will be the same day month to month. Each BAN will remain constant from month to month, unless changed as agreed to by the Parties. SBC ARKANSAS will provide CLEC at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. SBC ARKANSAS will provide one invoice associated with each BAN. All bills must be received by CLEC no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties may agree) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 3.2 SBC ARKANSAS will issue all bills containing billing data and information in accordance with CABS Version 26.0 with exceptions noted in the Differences List, or such later versions of CABS as are published by Bleacher, or its successor, and as further described in AT&T's publication, Unbundled Network Elements Interconnections Interface Requirements, (Sept. 19, 1996) (hereafter AT&T UNE Interface Specifications). To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format agreed by the Parties by thirty (30) days after the Effective Date of the Agreement.
- 3.3 To avoid transmission failures or the receipt of billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SBC ARKANSAS reasonable (within 24 hours) notice if a billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC, at SBC ARKANSAS' sole expense, in a form that meets the specifications. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

### **4.0 Electronic Transmissions**

- 4.1 SBC ARKANSAS will transmit billing information and data in the appropriate CABS format or EDI format electronically via Connect:Direct (formerly known as Network Data Mover) to CLEC at the location specified by CLEC. The Parties agree that a T1.5 or 56kb circuit to Gateway for Connect:Direct is required. CLEC data centers will be



responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If SBC ARKANSAS has an established Connect:Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SBC ARKANSAS must provide CLEC/Alpharetta its Connect:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via Connect:Direct. CLEC's Connect:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in SBC ARKANSAS' Connect:Direct software. CLEC will supply to SBC ARKANSAS its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

- 4.2 The following dataset format will be used as applicable for those charges transmitted via Connect:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	SBC ARKANSAS Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	thru 31 (Bill Period) (optional) Or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

**5.0 Tape Or Paper Transmissions**

- 5.1 In the event either Party does not have Connect:Direct capabilities upon the effective date of this Agreement, such Party agrees to establish Connect:Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SBC ARKANSAS). Billing information and data contained on magnetic tapes or paper for payment will be sent to the Parties at the locations designated by each Party. The Parties acknowledge that all tapes transmitted to the other Party via US Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

## **6.0 Testing Requirements**

- 6.1 At least 90 days prior to changing transmission mediums (e.g., from paper to mechanized), SBC ARKANSAS will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the bill. SBC ARKANSAS agrees that it will not send bill data in the new mechanized such bill data has met the agreed testing specifications as developed.
- 6.2 SBC ARKANSAS will send bill data in the appropriate mechanized format (i.e. CABS or EDI) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data CLEC will notify SBC ARKANSAS if the billing transmission meets testing specifications. If the transmission fails to meet the agreed testing specifications, SBC ARKANSAS will make the necessary corrections. At least three (3) sets of testing data must meet the mutually agreed testing specifications prior to SBC ARKANSAS sending a mechanized production bill for the first time via electronic transmission. Thereafter, SBC ARKANSAS may begin sending CLEC mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

## **7.0 Additional Requirements**

- 7.1 If SBC ARKANSAS transmits data in a mechanized format, SBC ARKANSAS will comply with the following specifications which are not contained in CABS or EDI/BOS guidelines but which are necessary for CLEC to process billing information and data:
- (a) The BAN will not contain embedded spaces or low values.
  - (b) The Bill Date will not contain spaces or non-numeric values.
  - (c) Each bill must contain at least one detail record.
  - (d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

## **8.0 Bill Accuracy Certification**

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, SBC ARKANSAS will be responsible and accountable for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SBC ARKANSAS will develop the processes and methodologies required for Unbundled Network Elements bill certification not later than eleven (11) months after the Effective Date of the Agreement, unless otherwise mutually agreed.

## **9.0 Payment of Charges**

9.1 Subject to the terms of this Agreement, CLEC will pay within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is greater. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree), payment will be made on the preceding business day.

9.2 Payments will be made in U.S. Dollars via electronic funds transfer (EFT) to SBC ARKANSAS' bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, SBC ARKANSAS will 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 sixty (60) days written notice of the change and such notice will include the new banking information. SBC ARKANSAS desires electronically transferred funds and remittances via automated clearinghouse (ACH) standard EDI transaction sets. CLEC agrees to provide such automated remittances if and when CLEC develops such capability. CLEC will provide SBC ARKANSAS with one address to which such payments will be rendered and SBC ARKANSAS will provide CLEC with one address to which such payments will be rendered. In the event CLEC receives multiple and/or other bills from SBC ARKANSAS which are payable on the same date, CLEC may remit one payment for the sum of all such bills payable to SBC ARKANSAS' bank account specified in this subsection and CLEC will provide SBC ARKANSAS with a payment advice. Each Party will provide the other Party with a contact person for the handling of billing payment questions or problems.

## **10.0 Examination of Records**

10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times and in accordance with the Certification Agreement mutually developed out of Section 8 to this Attachment, CLEC

or its authorized representatives may examine SBC ARKANSAS' documents, systems, records and procedures which relate to the billing of the charges under this Attachment.

## **11.0 Meet Point Billing**

- 11.1 CLEC and SBC ARKANSAS will establish and maintain meet-point billing (MPB) arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Each Party will maintain provisions in its respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, including MPB percentages.
- 11.2 CLEC and SBC ARKANSAS will implement the Multiple Bill/Single Tariff option. 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.
- 11.3 In the case of tandem routing, the tandem company will provide to the end office company the billing name, billing address, and carrier identification code (CIC) of the Interexchange Carriers (IXCs) in order to comply with the MPB Notification process as outlined in the MECAB document. Such information will be provided, on a one-time basis, in the format and via the medium that the Parties agree. In the event that the end office company is unable to ascertain the IXC to be billed, the tandem company will work with the end office company to identify the proper entity to be billed.
- 11.4 SBC ARKANSAS and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. SBC ARKANSAS and CLEC will coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 11.5 This Section Intentionally Left Blank.
- 11.6 Each Party will provide access usage records to the other Party within ten (10) business days of the recording. The IBC will provide the summary usage records (SURs) to the subsequent billing company within ten (10) business days of sending IBC bills to the IXC.
- 11.7 Each Party agrees to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The appropriate Party will correct the error within ninety (90) calendar days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost.

- 11.8 Both Parties will provide the other a single point of contact to handle any MPB questions and will not charge for billing inquiries.
- 11.9 The Parties will work cooperatively to establish a method of recording for purposes of MPB in a facilities based environment not later than thirty (30) days after the Effective Date of the Agreement.

## **12.0 Mutual Compensation**

- 12.1 The Parties will bill each other reciprocal compensation in accordance with the standards set forth in this Agreement at Attachment 12: Compensation.
- 12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.
- 12.3 The Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.

## **13.0 Pricing**

Charges for the relevant services provided under this Attachment and prices for access to OSS are included in Attachment 6 Appendix Pricing - UNE Schedule of Prices.

## **ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE**

This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SBC ARKANSAS will interconnect their networks in the event that CLEC operates as a Facility-Based Provider in a given SBC ARKANSAS Local Exchange Area. The arrangements described herein do not apply to the provision and utilization of Lawful UNEs which are addressed in Attachment 6: Lawful Unbundled Network Elements.

### **1.0 Definitions:**

- 1.1 “**Access Tandem Switch**” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for IXC-carried traffic.
- 1.2 “**End Office**” or “**End Office Switch**” is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 1.3 “**Facility-Based Provider**” is defined as a telecommunications carrier that has deployed its own switch and transport facilities.
- 1.4 “**IntraLATA Toll Traffic**” as referenced in Attachment 12: Intercarrier Compensation.
- 1.5 “**IntraLATA Toll Trunk Group**” is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 1.6 “**ISP-Bound Traffic**” is as defined in Attachment 12: Intercarrier Compensation
- 1.7 “**Local Tandem**” refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).
- 1.8 “**Local/Access Tandem Switch**” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic and IXC-carried traffic.
- 1.9 A “**Local Calling Area**” or “**LCA**” is an SBC ARKANSAS local calling area, as defined in SBC ARKANSAS’s General Exchange Tariff. LCA is synonymous with “**Local Exchange Area**” (LEA). Local Calling includes all mandatory two way EAS exchanges.

- 1.10 “**Local Interconnection Trunk Groups**” are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC end users and SBC ARKANSAS end users.
- 1.11 A “**Local/IntraLATA Tandem Switch**” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 1.12 “**Local Only Tandem Switch**” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.
- 1.13 “**Offers Service**” – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.14 “**Remote End Office Switch**” is an SBC ARKANSAS switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC ARKANSAS End Office Switch. Such features, functions, and capabilities are provided to the SBC ARKANSAS Remote End Office Switch from an umbilical to the SBC ARKANSAS Host End Office.
- 1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Intercarrier Compensation.
- 1.16 “**Section 251(b)(5)/IntraLATA Toll Traffic**” shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider, and/or (iv) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC ARKANSAS where SBC ARKANSAS is both the Section 251(b)(5) Traffic and intraLATA toll provider.
- 1.17 A “**Tandem Serving Area**” or “**TSA**” is an SBC ARKANSAS area defined by the sum of all local calling areas served by SBC ARKANSAS End Offices that subtend an SBC ARKANSAS tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

## **2.0 Requirements for Establishing Points of Interconnection.**

Section 2.1 through Section 2.4 are the Parties’ requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

- 2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC ARKANSAS' network in the LATA where CLEC Offers Service.
- 2.1.1 A "**Single POI**" is a single point of interconnection within a LATA on SBC ARKANSAS' network that is established to interconnect SBC ARKANSAS' network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.1.2 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
- 2.1.3 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish additional POI(s):
- (i) in any SBC ARKANSAS TSA separate from any existing POI arrangement when traffic to/from that SBC ARKANSAS TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
  - (ii) at an SBC ARKANSAS End Office in a local calling area not served by an SBC ARKANSAS tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that Local Calling Area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
- 2.1.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.2 The POI(s) will be identified by street address and Vertical and Horizontal (V and H) Coordinates.
- 2.3 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

### **3.0 Trunking Requirements per LCA**

- 3.1 At such time as CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic in an LCA, CLEC shall establish the necessary Local Interconnection Trunk Groups (in accordance with Appendix ITR) to:
- 3.1.1 Each SBC ARKANSAS Local Tandem in the LCA where CLEC Offers Service when there are SBC ARKANSAS Local Tandem(s) in the LCA where CLEC Offers Service.
- 3.1.2 Each SBC ARKANSAS End Office in the LCA where CLEC Offers Service when there is no SBC Local Tandem in the LCA where CLEC Offers Service. Direct End Office Trunk Group(s) (DEOTs) shall be provisioned as two-way trunks and used as two-way trunks.



- 3.2 When CLEC Offers Service in an LCA that has at least one SBC ARKANSAS Local Tandem, and the Section 251(b)(5)/IntraLATA Toll Traffic between CLEC and an SBC ARKANSAS End Office which subtends an SBC ARKANSAS Local Tandem in the LCA exceeds 24 DS0s at peak over a period of three consecutive months , CLEC shall establish a Direct End Office Trunk Group (Local Interconnection Trunk Group that terminates to a SBC ARKANSAS End Office also known as a “DEOT” group) to that SBC ARKANSAS End Office. SBC ARKANSAS will not charge CLEC for the transport facility(ies) associated with the DEOT from the CLEC designated POI to the SBC ARKANSAS End Office(s) where the CLEC DEOT was established.
- 3.3 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic is served only by an SBC ARKANSAS Remote End Office Switch, CLEC shall DEOT to the appropriate SBC ARKANSAS Host End Office Switch.
- 3.4 DEOT group(s) shall be provisioned as two-way trunks and used as two-way trunks.

#### **4.0 Provision of Information**

- 4.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to SBC ARKANSAS (as set forth in SBC ARKANSAS CLEC Handbook, published on the CLEC website).

#### **5.0 ASR Control for two-way trunk groups**

- 5.1 CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of all two-way trunk groups provisioned between CLEC and SBC ARKANSAS.
- 5.2 This only applies to the extent that it does not require SBC ARKANSAS to redesign its network configuration.
- 5.3 SBC ARKANSAS reserves the right to issue an ASR on CLEC’s behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall SBC ARKANSAS be allowed to issue ASRs on CLEC’s behalf.
- 5.4 The Party originating traffic on a one-way trunk group will have administrative and order control (*e.g.*, determination of trunk group size) of all one-way trunk groups provisioned between CLEC and SBC ARKANSAS.

## **6.0 Ancillary Services**

- 6.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, E911), additional POIs may be required for interconnection to provide such ancillary services.
- 6.2 CLEC is solely responsible for the facilities that carry OS/DA, E911, mass calling and Meet-Point trunk groups. The trunking requirements for these are specified in Appendix ITR.

## **7.0 Signaling**

- 7.1 Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC ARKANSAS network.
- 7.2 Multifrequency (MF) signaling will be utilized in cases where SBC ARKANSAS switching platforms do not support SS7.

## **8.0 Interconnection Methods**

- 8.1 Where CLEC seeks to interconnect with SBC ARKANSAS for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Toll Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:
- 8.1.1 Physical Collocation
  - 8.1.2 Virtual Collocation
  - 8.1.3 Fiber Meet Point
  - 8.1.4 Any other mutually agreeable and technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment.
- 9.0 In addition, the Parties agree to the interconnection and trunking requirements listed in Appendix Interconnection Trunking Requirements (ITR), which is attached hereto and made a part hereof.

## **10.0 TRANSITION TO NEW ARRANGEMENT**

- 10.1 The Parties recognize that embedded one-way trunks may exist. The Parties shall agree to negotiate a transition plan to migrate 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 ARKANSAS agrees to develop a cutover plan and project manage the cutover with CLEC participation and agreement. Each Party shall incur its own costs associated with the conversion to two way trunks.

## **APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)**

### **1.0 Introduction**

- 1.1 The Interconnection of CLEC and SBC ARKANSAS networks shall be designed to promote network efficiency. CLEC will not be charged for any trunk groups established pursuant to Appendix ITR on SBC Arkansas' side of the Point of Interconnection (POI).
- 1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC. All references to incoming and outgoing trunk groups are from the perspective of CLEC.
- 1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel where it is currently deployed at the time of the request.
- 1.4 Switched Access Traffic
  - 1.4.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC ARKANSAS' local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
    - (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

- 1.4.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 1.4.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 1.4.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other Party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

## **2.0 Trunk Group Configurations:**

Trunking to a SBC ARKANSAS access tandem will provide CLEC access to the SBC ARKANSAS end offices and NXXs which subtend that tandem and to other service providers which are connected to SWBT. Trunking to a SBC ARKANSAS end office(s)

will provide CLEC access only to the NXXs served by that individual end office(s) to which CLEC interconnects.

- 2.1 When CLEC Offers Service in a Local Exchange Area, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and SBC ARKANSAS End Users.
- 2.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: SBC ARKANSAS.
  - 2.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each SBC ARKANSAS Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
  - 2.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each SBC ARKANSAS Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
  - 2.2.3 SBC ARKANSAS reserves the right to initiate a one-way IntraLATA Toll Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.
  - 2.2.4 Where traffic from CLEC switch to an SBC ARKANSAS End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the SBC ARKANSAS End Office.
  - 2.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each SBC ARKANSAS End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.
  - 2.2.6 When SBC ARKANSAS has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the SBC ARKANSAS Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each SBC ARKANSAS Local Only Tandem Switch.
  - 2.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

### 2.3 Meet Point Traffic:

Meet Point Traffic will be transported between the SBC ARKANSAS Local/Access or Access Tandem Switch and CLEC over a Meet Point Trunk Group separate from Local

Interconnection Trunk Groups. This trunk group will be established for the transmission and routing of Exchange Access traffic and IntraLATA Toll Traffic routed via an IXC between CLEC's end users and interexchange carriers via a SBC ARKANSAS Local/Access or Access Tandem Switch. When SBC ARKANSAS has more than one Local/Access or Access Tandem Switch within a Local Exchange Area in which CLEC homes its NPA/NXXs, CLEC may utilize a single Meet Point-Trunk Group to one SBC ARKANSAS Local/Access or Access Tandem Switch within the Local Exchange Area in which CLEC homes its NPA/NXXs. If the exchange crosses over two states, CLEC may interconnect with one Local/Access or Access Tandem Switch in each state. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

#### 2.4 Direct End Office Trunking:

The Parties shall establish a two-way Direct End Office Trunk Group (DEOT) when actual or forecasted End Office traffic requires twenty-four (24) or more trunks or when no SBC ARKANSAS Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the Local Exchange Area.

Trunking to an SBC ARKANSAS End Office shall afford CLEC access only to the NXXs served by that individual End Office.

#### 2.5 E911 Emergency Traffic:

A segregated trunk group will be required to each appropriate E911 tandem within a Local Exchange Area in which CLEC offers Exchange Service. This trunk group will be provisioned as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

#### 2.6 Mass Calling (Public Response Choke Network):

A segregated trunk group will be required to the designated Public Response Choke Network tandem in each serving area in which CLEC Offers Service pursuant to this Agreement. This trunk group will be one-way outgoing only and will utilize MF signaling. It is anticipated that this group will be sized as follows, subject to adjustments from time to time as circumstances require:

< 15001 access Lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

## 2.7 Operator Services/Directory Assistance Trunk Group(s)

### 2.7.1 Inward Assistance

If SBC ARKANSAS agrees through a separate appendix, tariff, or contract to provide Inward Assistance Operator Services for CLEC, CLEC will initiate an ASR for a one-way trunk group from its designated operator services switch to the SBC ARKANSAS Operator Services Tandem utilizing MF signaling. The Inward Assistance trunk group is used by the CLEC Operator Service Provider to gain access to SBC's operators for the purposes of Busy Line Verification (BLV) and/or busy line interrupt (BLV/I). CLEC is responsible for billing this call to its end user. If CLEC is utilizing SBC OS, this trunk group is not required.

SBC ARKANSAS at its option may also initiate an ASR for a one-way MF signaling trunk groups from its Operator Services Tandem to CLEC's designated operator services switch for the purpose of busy line verification and or busy line interrupt of the lines served by CLEC.

## 3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for Local Interconnection Trunk Groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

**TABLE 1**

<b><u>Trunk Group Type</u></b>	<b><u>Design Blocking Objective</u></b>
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

\*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.



#### **4.0 Trunk Forecasting/Service Responsibilities**

4.1 SBC ARKANSAS and CLEC will be jointly responsible for servicing all two-way trunk groups between the two networks. CLEC shall be solely responsible for forecasting and ordering all new two-way trunk groups and subsequent augments between the two networks. The Party originating traffic on a one-way trunk group shall be solely responsible for forecasting and ordering all new one-way trunk groups and subsequent augments between the two networks. CLEC will be responsible for forecasting and servicing the one-way trunk groups to SBC ARKANSAS including mass calling, operator services, directory assistance and E911 trunks. Trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SBC ARKANSAS General Trunk Forecast. Each trunk forecast must include information for all trunk groups described in this Appendix for a minimum of three years. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications or as otherwise mutually agreed to by the Parties.

4.2 INTENTIONALLY LEFT BLANK

#### **5.0 Servicing Objective/Data Exchange**

5.1 Each Party agrees to service trunk groups to the blocking criteria listed in Section 3.0 above. Each party will attempt to service trunk groups in a timely manner when they have sufficient data to determine that the service objectives in Section 3.0 are not being met.

5.2 Each Party will make trunk group blockage information available to the other party by mechanized procedures. The existing exchange of data for Access Trunk Groups will be extended to provide data on all joint trunk groups.

#### **6.0 Trunk Underutilization**

6.1 Underutilization of Local Interconnection Trunk Groups or Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. The parties agree that 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:

6.1.1 If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

- 6.1.2 SBC ARKANSAS may send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups or Meet Point Trunk Groups based on the capacity assessment. Upon receipt of a TGSR, CLEC will issue an Access Service Request (ASR) to SBC ARKANSAS within ten (10) business days after receipt of the TGSR subject to section 6.1.3 below.
- 6.1.3 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 6.1.4 If SBC ARKANSAS does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC ARKANSAS will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional ten (10) business days and present adequate reason for keeping trunks operational, SBC ARKANSAS reserves the right to issue an ASR to resize the Local Interconnection Trunk Groups or Meet Point Trunk Groups.

## **APPENDIX NETWORK INTERCONNECTION METHODS (NIM)**

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIMs) to be used by the Parties to obtain interconnection. These include, but are not limited to Fiber Meet Point Virtual Collocation; Physical Collocation; or other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment.

### **1.0 Fiber Meet Point**

Fiber Meet Point between SBC ARKANSAS and CLEC will be on a point-to-point linear chain SONET system over single-mode fiber optic cable.

1.1 Fiber Meet Point shall be used to provide transport for Local Interconnection Trunk Groups as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture (NIA).

1.1.1 Fiber Meet Point: CLEC will provide fiber cable to the last entrance manhole at the SBC ARKANSAS tandem switch building or end office switch building with which CLEC wishes to interconnect. CLEC will provide a sufficient length of fiber optic cable for SBC ARKANSAS to pull the fiber cable to the SBC ARKANSAS cable vault for termination. In this case the POI shall be at the manhole location.

1.1.2 Each Party is responsible for designing, provisioning, ownership and maintenance of all equipment and facilities on its side of the POI. Each Party is free to select the manufacturer of its Fiber Optic Terminal (FOT). Neither Party will be allowed to access the Data Communication Channel (DCC) of the other Party's FOT.

1.2 The Parties will mutually agree upon the precise terms of each Fiber Meet Point. These terms will cover the technical details of the Fiber Meet Point as well as other network interconnection, provisioning and maintenance issues.

1.3 The SBC ARKANSAS tandem or end office building includes all SBC ARKANSAS FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for Local Interconnection Trunk Groups as outlined in Appendix ITR. This location is SBC ARKANSAS's responsibility to provision and maintain.

1.4 CLEC and SBC ARKANSAS will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. 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 below. These methods will meet quality standards as mutually agreed to by CLEC and SBC ARKANSAS.

## 1.5 Avoidance of Over-Provisioning

Underutilization is the inefficient deployment and use of the network due to forecasting a need for more capacity than actual usage requires and results in unnecessary costs for SONET systems. To avoid over-provisioning, the Parties will agree to joint facility growth planning as detailed below.

## 1.6 Joint Facility Growth Planning

1.6.1 The initial fiber optic system deployed for each interconnection shall be the smallest standard available. For SONET this is an OC-3 system. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

### 1.6.2 Criteria:

1.6.2.1 Investment is to be minimized;

1.6.2.2 Facilities are to be deployed in a “just in time” fashion.

### 1.6.3 Processes:

1.6.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at eighty-five percent (85%) capacity.

1.6.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below eighty-five percent (85%), the growth planning process will be suspended and will not be reinitiated until a eighty-five percent (85%) fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.

1.6.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this interconnection until a date one year prior to the projected exhaust date. If growth patterns change

during the suspension period, either Party may re-initiate the joint planning process;

- 1.6.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, SBC ARKANSAS shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally size system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 1.6.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities in an effort to achieve “just in time” deployment;
- 1.6.3.6 The joint planning process/negotiations should be completed within two months of identification of 90% fill.

## **2.0 Virtual Collocation**

The terms and conditions governing Virtual Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

## **3.0 Physical Collocation**

The terms and conditions governing Physical Collocation are contained in Appendix Collocation to Attachment 13: Ancillary Functions of this Agreement.

## **4.0 Other**

- 4.1 Other mutually agreeable and technically feasible methods of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment.

## ATTACHMENT 12: INTERCARRIER COMPENSATION

### **1.0 Introduction**

SBC ARKANSAS agrees to comply with all Arkansas Commission reciprocal compensation decisions regarding internet traffic subject to the final outcome of appeals of those decisions and the reciprocal compensation selected by the CLEC under this Agreement. Both parties, however, reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for internet traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval. SBC ARKANSAS will make available to a CLEC that is similarly situated to another ILEC or CLEC (*i.e.*, similar traffic types and the same geographic areas as defined by rate centers) each compensation arrangement for serving customers in optional or mandatory, one way or two way EAS, area serviced by such ILEC or CLEC similar to the corresponding arrangement that SBC ARKANSAS has with that ILEC or CLEC for serving those customers. In order for CLEC to receive compensation that is the same as another similarly situated CLEC, CLEC agrees to adopt the agreement containing the compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement. Nothing in this Attachment shall constitute an admission by SBC ARKANSAS that ISP-Bound Traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act.

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SBC ARKANSAS will be classified as either Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing, FGA Traffic, FX Traffic (Virtual, Dedicated and FX-type), or Cellular Traffic. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over Lawful Unbundled Network Elements. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale services.
- 1.2 Calls originated by CLEC's end users and terminated to SBC ARKANSAS' end users (or vice versa) will be classified as "Section 251(b)(5) Traffic" under this Agreement if the originating End User of one Party and the terminating End User of the other Party are:
- (i) both physically located in the same SBC ARKANSAS Local Exchange Area; or
  - (ii) both physically located within different SBC ARKANSAS Exchanges that share a common mandatory local calling area, *e.g.*, mandatory Extended Area Service

(EAS), or other like types of mandatory expanded local calling scopes.

- 1.3 Calls originated by SBC ARKANSAS' end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order") if the call (i) originates from end users and terminates to an ISP in the same SBC ARKANSAS exchange area; or (ii) originates from end users and terminates to an ISP within different SBC ARKANSAS Exchanges that share common mandatory local calling area, as defined in SBC ARKANSAS' tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes.
- 1.4 CLECs are not precluded from establishing their own local calling areas or prices for purpose of retail telephone service offerings.
- 1.5 The transport and termination compensation for Virtual FX, Dedicated FX, and FX-type Traffic will be "Bill and Keep."
  - 1.5.1 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two types of FX service:
    - 1.5.1.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.
    - 1.5.1.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be

assigned telephone numbers resident in the serving Central (or End) Office in another, foreign,” exchange, thereby creating a local presence in the “foreign” exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

- 1.5.2 “FX Telephone Numbers” are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier’s tariffed Switched Exchange Access rates (also known as “Meet Point Billed” compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.
- 1.5.3 The Terminating Carrier shall be responsible for not billing any minutes of use on its network that are “Virtual FX Traffic,” “FX-type Traffic,” or “Dedicated FX Service” as defined herein. To the extent minutes of use are nevertheless billed and paid by the originating carrier, but later found to be Virtual FX, Dedicated FX, or FX-type Traffic that should have been subject to Bill and Keep, the terminating carrier will be responsible for reimbursing the originating carrier the amount of compensation paid, plus interest at the interest rate defined in the originating carrier’s Switched Access Tariff.
- 1.5.4 To the extent that the Parties jointly provide the Dedicated FX circuit serving the end user, the terms of Appendix FGA (as amended) shall apply for the joint revenue sharing between ILEC and CLEC.
- 1.5.5 To the extent that ISP-Bound Traffic is provisioned via Virtual FX Traffic, Dedicated FX Traffic, or other FX-type arrangement, it is subject to the compensation mechanism of Bill and Keep. “Bill and Keep” refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party’s network.
- 1.6 With respect to CLEC's rights and obligations concerning CLEC and SBC ARKANSAS termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement. by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply. For purposes



of this Section 1.6, CLEC may modify the initial option selection applied upon execution of this Agreement as follows:

(i) If Option 2 is elected as the default billing option when CLEC fails to select one of the billing options upon execution of this Agreement, CLEC may modify the default billing option by providing advance written notice to SBC ARKANSAS within thirty (30) days of execution of this Agreement. CLEC will operate pursuant to the provisions of the billing option elected at the time of execution of this Agreement until the 31st day of receipt of such written notice, at which time the rate terms and condition of the new option election will become effective. The parties will work cooperatively to amend the Agreement to reflect the new billing option elected within sixty (60) days of written notification; or (ii) CLEC may choose a different option if this Agreement is subsequently amended by SBC ARKANSAS pursuant to the Change In Law provisions of this Agreement; and/or (iii) CLEC may amend Agreement to make a one-time election to modify its option selection during the term of this Agreement. CLEC will operate pursuant to the provisions of the option elected at the time of execution of this Agreement until such amendment is approved by the Commission.

1.6.1 Option 1: The rates, terms and conditions for compensation (except those pertaining to Option 3) for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC's interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.7; or

1.6.2 Option 2: Exchange all ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC's Interim ISP Terminating Compensation Plan Rate as contained below in Section 1.8; or

1.6.3 Option 3: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic, based upon a long-term Bill and Keep arrangement. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.9 below.

1.7 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 1)

1.7.1 The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contain in Section 3.0 of this Attachment, and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.7.2 which are based on the FCC ISP Compensation Order.

1.7.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.7.2.1 The rates, terms, conditions in Sections 1.7.2 through 1.7.5 apply only to the termination of ISP-Bound Traffic and ISP-Bound Traffic is subject to

the rebuttable presumption stated below. Notwithstanding anything contrary in this Attachment, the rebuttable presumption applies to CLEC and SBC ARKANSAS.

1.7.2.2 The Parties agree to compensate each other for ISP-Bound Traffic on a minute of use basis at \$.0007 per minute of use.

1.7.2.3 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.

### 1.7.3 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC ARKANSAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and SBC ARKANSAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.7. 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, CLEC and SBC ARKANSAS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.7.2.2 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.

1.7.4 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 1.7.3 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 3.0 for Section 251(b)(5) Traffic.

1.7.5 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 1.7.3 above, such traffic shall be defined as "Out-of-Balance" traffic. The

Carrier whose traffic is “Out-of-Balance” will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the reciprocal compensation rates set forth in Section 3.0; (2) for ISP-Bound Traffic, the rates shall be the FCC’s interim ISP terminating compensation rates set forth in Section 1.7.2.2.

1.8 Exchange All ISP-Bound Traffic and All Section 251(b)(5) Traffic at the FCC’s ISP Terminating Compensation Plan Rate (Option 2)

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Sections 1.8. 1 through 1.8.5 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

1.8.1 Compensation Rate Schedule for ISP-Bound Traffic and Section 251(b)(5) Traffic:

1.8.2 The rates, terms, conditions in Sections 1.8.1 through 1.8.5 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic, and all ISP-Bound Traffic is subject to the rebuttable presumption stated below. Notwithstanding anything contrary in this Attachment, the rebuttable presumption apply to CLEC and SBC ARKANSAS.

1.8.2.1 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at \$.0007 per minute of use.

1.8.2.2 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.8.3 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC’s ISP Compensation Order, CLEC and SBC ARKANSAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between CLEC and SBC ARKANSAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 1.8. 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, CLEC and SBC ARKANSAS will remain obligated to pay the presumptive rates (the rates set forth in Section 1.8.2.1 for Section 251(b)(5) Traffic and traffic above the ratio).

#### 1.8.4 Intentionally Omitted

1.8.5 For purposes of this Section 1.8.5, all combined Section 251(b)(5) Traffic and ISP-Bound Traffic shall be referred to as “Billable Traffic” and will be billed in accordance with Section 10 below.

1.8.5.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 1.8.2.1 above.

#### 1.9 Long-Term Local Bill and Keep Option (Option 3)

As an alternative to Options 1 and 2, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between SBC ARKANSAS and CLEC in ARKANSAS so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.9. Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.1 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic.

1.9.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5 of equilibrium (50%).

1.9.1.1 The calculation for determining whether traffic is in balance will be based on the difference between the total Section 251(b)(5) Traffic and ISP-Bound Traffic originated by each Party's end users terminated to the other Party's End Users, divided by the sum of both Parties' end users' terminated Section 251(b)(5) Traffic, and ISP-Bound Traffic multiplied by 100.

1.9.2 In the event one Party determines the Section 251(b)(5) Traffic and ISP-Bound Traffic, originated and terminated by the Parties, is out-of-balance by more than 5% per month for three (3) consecutive months, then such Party will provide written notice to the other Party that Option 2 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic. The requesting Party will provide supporting usage data for the three (3) consecutive months used to determine the Section

251(b)(5) Traffic and ISP-Bound Traffic is out-of-balance to the other Party. If the Parties agree the traffic originated and terminated by the Parties is out-of-balance pursuant to this section 1.9.2, Option 2 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic beginning with the second billing cycle following receipt of such notice. If the Parties do not agree the traffic originated and terminated by the Parties is out-of-balance, then either Party may invoke Dispute Resolution as outlined in the General Terms and Conditions of this Agreement. In the event that dispute resolution procedures result in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.9.4 and 1.9.5.

### 1.9.3 Intentionally Omitted

1.9.4 Once Option 2 applies to CLEC's Section 251(b)(5) Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement until and unless CLEC makes a one-time election to modify this compulsory option selection by entering into an Amendment. CLEC will operate pursuant to the provisions of Option 2 as set forth in Section 1.8 until such amendment is approved by the Commission.

1.9.4.1 In the event that either Party disputes whether its Section 251(b)(5) Traffic and ISP-Bound Traffic is in balance the Parties agree to work cooperatively to reconcile the inconsistencies in their usage data.

1.9.4.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement as specified in Section 13 of the General Terms and Conditions. In the event that dispute resolution procedures result in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Sections 1.9.4 and 1.9.5.

1.9.5 Upon reasonable belief that traffic other than Section 251(b)(5) Traffic, as defined in Section 1.1 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment is being terminated under this long-term local Bill and Keep arrangement, either Party may request a meeting to confirm the jurisdictional nature of traffic delivered as Bill and Keep. Parties will consult with each other to attempt to resolve issues without the need for an audit. Should no resolution be reached within 60 days, an audit may be requested and will be conducted by an independent auditor under an appropriate non-disclosure agreement. Only one audit may be conducted by each Party within a six-month period.

- 1.9.6 The auditing Party will pay the audit costs unless the audit reveals the delivery of a substantial amount of traffic originating from a Party in this Agreement other than Section 251(b)(5) Traffic and ISP-Bound Traffic for termination to the other Party under the long term local Bill and Keep arrangement. In the event the audit reveals a substantial amount of traffic other than Section 251(b)(5) Traffic and ISP-Bound Traffic, the Party delivering such traffic will bear the cost of the audit and will pay appropriate compensation for such traffic with interest as referenced in the General Terms and Conditions of this Agreement.
- 1.9.7 The Parties will consult and negotiate in good faith to resolve any issues of accuracy or integrity of data collected, generated, or reported in connection with audits or otherwise.
- 1.9.8 The audit provisions set out in Sections 1.9.5 through 1.9.7 above do not alter or affect audit provisions set out elsewhere in this Agreement.
- 1.10 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement in those areas in which SBC ARKANSAS is the incumbent local exchange carrier and CLEC is operating in that SBC ARKANSAS incumbent territory. This Attachment is not meant to address the exchange of traffic or the method of compensation for such traffic in areas wherein SBC ARKANSAS is not the ILEC.
- 1.10.1 More specifically, and without limiting the foregoing Section 1.10, the parties acknowledge that nothing in this Attachment or Agreement should be construed as requiring SBC ARKANSAS to exchange "Out of Exchange Traffic" with an "Out of Exchange-LEC" until such time as the Parties have agreed upon the appropriate terms and conditions for the exchange of such traffic. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within SBC-ARKANSAS' incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC ARKANSAS. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC ARKANSAS end user located in an SBC ARKANSAS local exchange area or;
  - (ii) Originates from an SBC ARKANSAS end user located in an SBC ARKANSAS local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

## **2.0 Responsibilities of the Parties**

- 2.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.3, below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 2.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 2.3 For traffic which is delivered by one Party to be terminated on the other Party's network, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed as Intrastate Access rates.
- 2.4 CLEC has the sole obligation to enter into a compensation agreement with third party carriers that CLEC originates traffic to and terminates traffic from, including traffic either originated or terminated to a CLEC end-user served by CLEC using an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end office switching on a wholesale basis. In no event will SBC ARKANSAS have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless SBC ARKANSAS against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. SBC ARKANSAS will not be required to function as a billing intermediary, e.g., clearinghouse. SBC ARKANSAS may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

### **3.0 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic**

3.1 If Option 1 is elected by the CLEC, in accordance with Section 1.6 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.2 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Section 251(b)(5) Traffic.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:

3.3 Rate Elements:

3.3.1 Tandem Served rate elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:

3.3.2 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element

3.3.3 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element

3.3.4 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement consisting of a duration (per minute) rate element.

3.3.5 CLEC shall only be paid End Office Serving Rate Elements.

3.4 Intercarrier Compensation for Wholesale Local Switching Traffic

3.4.1 Where CLEC provides service to an CLEC end user using any combination of Network Elements that utilizes an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end office switching on a wholesale basis, CLEC will deal directly with a third party carrier for purposes of reciprocal compensation. The following reciprocal compensation terms (unless CLEC is operating under Option 3) shall apply in all cases where CLEC purchases an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end



office switching on a wholesale basis. These terms and conditions are in addition to the terms and conditions outlined in Attachment 6. SBC ARKANSAS is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

3.4.1.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic where CLEC has purchased an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end office switching on a wholesale basis, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

3.4.1.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC ARKANSAS end users and CLEC's end users where CLEC utilizes an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end office switching on a wholesale basis, the Parties agree to compensate each other for the termination of such traffic at: (i) the FCC Plan rate specified in Section 1.8.2.1 for the transport and termination of Section 251(b)(5) Traffic, including ISP-Bound Traffic, if Option 2 is elected by CLEC; or (ii) the End Office Switch rate set forth in Appendix Pricing and as specified in Section 3.3.4 for the transport and termination of Section 251(b)(5) Traffic, excluding ISP-Bound Traffic and the FCC Plan rate set forth in Section 1.7.2.2 for the transport and termination of ISP-Bound Traffic if Option 1 is elected.

#### **4.0 Tandem Interconnection Rate Application**

4.1 The tandem interconnection rate shall apply only when CLEC's switch serving specific LATA has been determined to have the same or greater geographic scope as a similarly-situated SBC Tandem Switch serving the same LATA. Where CLEC has not affirmatively demonstrated that its switch serves a geographic area comparable to the area served by SBC ARKANSAS' tandem switch pursuant to 47 C.F.R. §51.711 (a)(3), CLEC shall be entitled to receive the End Office Switching rate set forth in Appendix Pricing and as specified in Section 1.4.2.2 above.

4.1.2 For purposes of this Section 4.0, CLEC's switch actually serves a geographic area comparable to the area served by SBC ARKANSAS' tandem when CLEC:

- (i) Deploys a switch to serve this area;
  - (ii) Has obtained NPA and NXXs to serve the exchanges within this area;
- and
- (iii) Can show that it is serving this area either through its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements in ILEC central offices.

- 4.1.3 If CLEC has more than one switch per LATA, each switch must qualify for the tandem interconnection rate as set forth above on a switch-by-switch basis.
- 4.1.4 For compensation purposes, if Alltel qualifies for the tandem interconnection rate as provided in Section 4.1.2 above, Alltel will be compensated for Section 251(b)(5) Traffic and mandatory EAS traffic that originates from Alltel's End User that terminates to an SBC ARKANSAS End User as follows:
- (i) Seventy percent (70%) of SBC ARKANSAS' Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to Alltel's End Users shall be compensated at the end office switching rate as set forth in Appendix Pricing.
  - (ii) Thirty percent (30%) of SBC ARKANSAS' Section 251(b)(5) Traffic and Mandatory EAS traffic that is terminated to Alltel's End Users shall be compensated at a tandem blended rate calculated as follows:  
  
[End Office Switching + Tandem Switching + Transport Termination + (15 x Tandem Transport Facility Mileage)]
- 4.1.4.1 For purposes of this tandem blended rate, the end office rate, the tandem switching rate, and the tandem transport rates are the rates defined in Section 5.5 above.
- 4.1.5 Should disputes arise regarding whether a CLEC's switch has affirmatively demonstrated that its switch actually serves a geographic area comparable to the area served by an SBC ARKANSAS tandem switch, as described above, the Parties shall utilize the Dispute Resolution procedures in this Agreement to resolve the dispute. At the conclusion of dispute resolution, if a CLEC demonstrates that its switch is actually serving a geographic area comparable to the SBC ARKANSAS' tandem switch in a LATA, the tandem switching and transport rates shall be applied on a going forward basis only.

## **5.0 Other Telecommunications Traffic**

- 5.1 The Parties recognize and agree that ISP and Internet 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 Options 1, 2, and/or 3 above not apply, including but not limited to ISP calls that fit the definitions of:

- IntraLATA Interexchange Traffic

- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- Feature Group D Traffic
- FX Traffic
- Optional Calling Area Traffic

5.2 The Parties agree that, for the purposes of this Attachment, either Party's end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such "non-Local" ISP calls are placed, the Parties agree that Options 1, 2, and/or 3 above does not apply. The applicable rates, terms and conditions for: (a) "8YY" Traffic are set forth in Sections 7.2 through 7.3; (b) Feature Group A Traffic are set forth in Section 1.3.2; (c) FX Traffic are set forth in Sections 1.3.3 through 1.3.6; (d) IntraLATA Toll Traffic are set forth in Section 7.0; and/or (e) Optional Calling Area Traffic are set forth in Section 9.

## **6.0 Segregating and Tracking FX Traffic**

6.1 In order to ensure that Virtual FX, Dedicated FX, and FX-type Traffic is being properly segregated from other types of intercarrier traffic, the terminating carrier will be responsible for keeping a written record of all FX Telephone Numbers (whether Dedicated, Virtual, and FX-type) for which Bill and Keep applies, and providing an NXX level summary of the minutes of use to FX Telephone Numbers on its network to the originating carrier each month (or in each applicable billing period, if not billed monthly).

6.2 Intentionally Omitted

6.3 Alternatively, the Parties may mutually agree to assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all Dedicated FX, Virtual FX, and FX-type Traffic in a given usage month.

6.3.1 The parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned the PFX.

## **7.0 Compensation for Termination of IntraLATA Interexchange Toll Traffic**

7.1 IntraLATA Interexchange Traffic, not considered EAS Traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll Traffic and is subject to tariff access charges. Billing arrangements are outlined in Section 10.

7.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service,

including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

- 7.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

**8.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an Interexchange Carrier (IXC) (Meet-Point Billing (MPB) Arrangements)**

- 8.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.
- 8.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party's access tandem switch, in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents as amended from time to time.
- 8.3 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.
- 8.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. Where Exchange Message Interface (EMI) records cannot be transferred due to transmission failure, records can be provided via a mutually acceptable medium. Each Party will act as the Official Recording Company for switched Access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic. The exchange of Access Usage Records ("AURs") to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 8.5 Billing for the Switched Access Services jointly provided by the parties via the MPB arrangement will 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 tariff for its portion of the service. 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.

- 8.6 MPB will also apply to all jointly provided Switched Access MOUs bearing the 900 or toll free NPAs (e.g., 800, 877, 866, 888 NPAs or any other non-geographical NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

## **9.0 Compensation for Termination of Optional Calling Area Service Traffic**

- 9.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area except mandatory extended traffic as addressed in Section 1.1 above. The transport and termination rate applies when either Party transports traffic and terminates it at its own switch.
- 9.2 In the context of this Appendix, Optional Calling Areas (OCAs) in the state of Arkansas is outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and SBC ARKANSAS are not precluded from establishing its 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.
- 9.3 The OCA Transport and Termination rates are outlined in Appendix Pricing.
- 9.4 When a CLEC utilizes an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end office switching on a wholesale basis, to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC ARKANSAS end office, CLEC will pay the charge contained on Appendix Pricing labeled "EAS Port Additive per MOU". The additives to be paid by CLEC to SBC ARKANSAS are \$0.024 per MOU for toll-free calls made by a SBC ARKANSAS customer from a metro exchange to an exchange contiguous to a metro exchange and \$0.0355 per MOU for toll free calls made by a SBC ARKANSAS customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the Appendix Pricing. These additives are reciprocal in nature, and CLEC is entitled to receive compensation from SBC ARKANSAS if CLEC agrees to waive charges for its customers who call SBC ARKANSAS optional two-way EAS customers.

**10.0 Billing Arrangements for Termination of Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional Calling Area Traffic and IntraLATA Toll Traffic**

10.1 In SBC ARKANSAS each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These terminating recordings are the basis for each Party to generate bills to the originating carrier.

10.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, SBC ARKANSAS will provide terminating CLEC the appropriate call records that will allow the terminating CLEC the ability to directly bill the proper intercarrier compensation charges to the originating carrier.

10.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, SBC ARKANSAS will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an SBC ARKANSAS non-resale offering whereby SBC ARKANSAS provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

10.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.5.3 and 1.6.3 above.

10.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

10.4 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.

**11.0 Switched Access Traffic**

11.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for

termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-ARKANSAS' local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

- 11.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 11.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms

and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 11.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

## **12.0 Additional Change of Law Provision**

- 12.1 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.



## **ATTACHMENT 13: ANCILLARY FUNCTIONS**

### **1.0 Introduction**

- 1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SBC ARKANSAS agrees to offer to CLEC under this Agreement, and the requirements associated therewith. SBC ARKANSAS will offer these Ancillary Functions to CLEC on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

### **2.0 Collocation**

- 2.1 The provisions concerning collocation for CLECs are set forth in Appendix Physical Collocation and Virtual Collocation, attached hereto.

### **3.0 Rights of Way (ROW), Conduits and Pole Attachments**

- 3.1 The provisions concerning CLEC's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC ARKANSAS are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

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## APPENDIX: PHYSICAL COLLOCATION

### 1.0 PURPOSE AND SCOPE OF AGREEMENT

- 1.1 This agreement provides for the placing of Collocator telecommunications equipment and facilities on SBC ARKANSAS property for the purposes set forth in Paragraph 1.3, following pursuant to the rates, terms and conditions contained herein.
- 1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within a SBC ARKANSAS Eligible Structure as defined in Paragraph 2 Definitions, following. The Collocator will lease the Dedicated Space from SBC ARKANSAS and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. SBC ARKANSAS 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 ARKANSAS will permit collocation in Adjacent Structures in accordance with this agreement so that collocators will have a variety of collocation options from which to choose.
- 1.3 Physical collocation is available for the placement of telecommunications equipment as provided for in this agreement for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to SBC ARKANSAS's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. 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 FTA96, respectively.

### 2.0 DEFINITIONS

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. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third Party Engineer process pursuant to Section 6.2.1 of this Agreement. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Structure - A Collocator-provided structure placed on SBC ARKANSAS's property. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SBC ARKANSAS will designate the space on SBC ARKANSAS premises where the adjacent structure will be placed.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

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 a Collocator for any work performed which will benefit or be used by SBC ARKANSAS or other Collocators. SBC ARKANSAS 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 provided in this Agreement. SBC ARKANSAS shall follow the procedures established in Section 20.1 of this Agreement for imposition of Custom Work Charges. In the event an agreement between the Collocator and SBC ARKANSAS is not reached regarding the custom work charge, SBC ARKANSAS shall complete construction of the Collocator's space pending resolution of the issue by the 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 ARKANSAS shall accrue interest at the rate established by the Arkansas Public Service Commission. All Custom Work Charges that are approved by the Arkansas Public Service Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC ARKANSAS 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 ARKANSAS shall file the appropriate agreement amendment. However, SBC ARKANSAS shall not delay completion of such work during the agreement approval process. SBC ARKANSAS shall perform such work based upon interim rates, subject to true-up. If the Collocator and SBC ARKANSAS cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Dedicated Space - Denotes the space dedicated for the Collocator's physical collocation arrangement located in a SBC ARKANSAS Eligible Structure.

Eligible Structure - Eligible Structure refers to SBC ARKANSAS's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC ARKANSAS that house its network facilities, and all structures that house SBC ARKANSAS's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

Infrastructure systems - the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted – Denotes when all space in a Central Office (CO) that can be used to locate telecommunications equipment in any of the methods of collocation available under this Agreement is exhausted or completely occupied. Before SBC

ARKANSAS may make a determination that space in an Eligible Structure is legitimately exhausted, SBC ARKANSAS 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 ARKANSAS'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 6.2.1 of this Agreement. In making this determination, SBC ARKANSAS may reserve space for transport equipment for current year plus two years. Additionally, SBC ARKANSAS may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other SBC ARKANSAS affiliates or for future use by SBC ARKANSAS 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 ARKANSAS may reserve space for Switching, Power, and Main Distribution Frame (MDF) up to a maximum of 8 years of anticipated growth. SBC ARKANSAS may reserve space for Digital Crossconnect System (DCS) for 5 years of anticipated growth.

At the time that SBC ARKANSAS denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, SBC ARKANSAS must provide to the CLEC, upon request, the following information: (1) a detailed explanation of SBC ARKANSAS's determination and all reasons in support thereof; (2) the access line forecast used in making the determination as defined above; and (3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size, and current and projected use of all areas reserved for SBC ARKANSAS's future growth or reserved for use by SBC ARKANSAS's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, SBC ARKANSAS shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. In the dispute resolution process, SBC ARKANSAS shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable, and nondiscriminatory. In addition, SBC ARKANSAS shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. SBC ARKANSAS shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services, and affiliates.

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 Agreement.

Preparation Charges - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.



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 collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

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 unbundled network elements of SBC ARKANSAS’s network.

### **3.0 LIMITATION OF LIABILITY AND FORCE MAJEURE EVENTS**

#### **3.1 Limitation**

With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to this agreement, the liability of either SBC ARKANSAS 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.

Neither SBC ARKANSAS nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

Both SBC ARKANSAS 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.

The liability of either SBC ARKANSAS or the Collocator for its willful misconduct or gross negligence is not limited by this agreement.

#### **3.2 Third Parties**

SBC ARKANSAS 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.

In addition to any other applicable limitation, neither SBC ARKANSAS 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 such Other, except in instances involving willful actions by either SBC ARKANSAS or the Collocator or their agents or employees.

### 3.3 Force Majeure Events

SBC ARKANSAS shall not be responsible for delays or failures in performance under this Agreement resulting from acts or occurrences beyond the reasonable control of SBC ARKANSAS including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbance or the inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

## 4.0 **RESPONSIBILITIES OF SBC ARKANSAS**

### 4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this agreement, SBC ARKANSAS 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 agreement.

### 4.2 Contact Numbers

SBC ARKANSAS is responsible for providing the Collocator personnel a contact number for SBC ARKANSAS 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 agreement, 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 24 hours a day, 7 days a week, and SBC ARKANSAS will not delay a Collocator's entry into an Eligible Structure.

### 4.3 Trouble Status Reports

SBC ARKANSAS 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 ARKANSAS will provide written notification within twenty four (24) hours. When trouble has been identified, SBC ARKANSAS is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

#### 4.4 Service Coordination

SBC ARKANSAS 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

If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenable in whole or in part, SBC ARKANSAS 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 ARKANSAS 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 ARKANSAS opts not to rebuild, then SBC ARKANSAS 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 ARKANSAS 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.

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

##### 4.5.2 Damage to Eligible Structure

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 ARKANSAS's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SBC ARKANSAS, at its option, may terminate services provided via this agreement 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

SBC ARKANSAS will notify the collocator prior to the scheduled start dates of all 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 ARKANSAS will provide such notification to the collocator at least twenty (20) business

days before the scheduled start date of such construction activity. SBC ARKANSAS will inform the collocator as soon as practicable by telephone of all emergency-related activities that SBC ARKANSAS 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

During the construction of all forms of physical collocation space required under this agreement, Collocators 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, collocators 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 paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SBC ARKANSAS employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.22.

### 5.0 **OBLIGATIONS OF THE COLLOCATOR**

#### 5.1 Certification

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 ARKANSAS shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

#### 5.2 Contact Numbers

The Collocator is responsible for providing to SBC ARKANSAS 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 agreement, the parties will provide the contact numbers included in the application process.

#### 5.3 Trouble Report

Collocator is responsible for making best efforts to provide prompt verbal notification to SBC ARKANSAS of significant outages or operations problems which could impact or degrade SBC ARKANSAS'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 paragraph 4.2, when requested by SBC ARKANSAS.

#### 5.4 Removal

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 ARKANSAS may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees, or other costs associated with any such removal by SBC ARKANSAS, 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 ARKANSAS harmless from the failure to return any such equipment, property or other items.

#### 5.5 Hazardous Waste & Materials

The Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the CLEC's Installation Supplier shall adhere to all SBC LEC requirements. The Installation Supplier shall coordinate with the SBC LEC Representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details).

#### 5.6 Safety

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 ARKANSAS or other CLECs. The Installation Supplier shall immediately report to the SBC LEC 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 LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC LEC premises. (Refer to Interconnector's Guide for Collocation for further details).

#### 5.7 Collocator's Equipment and Facilities

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 POT Frame located in the Common Area:

- (A) its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;

- (B) its equipment;
- (C) required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area.
- (D) 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
- (E) 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.

SBC ARKANSAS neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Paragraph.

## 5.8 Insurance

### 5.8.1 Coverage Requirements

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:

- (A) Workers' Compensation insurance with benefits afforded under the laws of the State of Texas 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.
- (B) 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 ARKANSAS will be named as an Additional Insured on the Commercial General Liability policy.
- (C) 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.
- (D) Collocator shall, at its sole cost and expense procure, maintain, pay for and keep in force an 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 ARKANSAS from and waives any and all right of recovery, claim, action or cause of action against SBC ARKANSAS, 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 ARKANSAS, 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 ARKANSAS, and any rights of Collocator against SBC ARKANSAS 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 ARKANSAS 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 Agreement.

SBC ARKANSAS 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 ARKANSAS as well. If a certificate is not received, SBC ARKANSAS 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 ARKANSAS, and SBC ARKANSAS may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC ARKANSAS will invoice Collocator for the costs incurred to so acquire insurance.

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."

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

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 Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.8.1, Coverage Requirements, shall immediately apply.

## **6.0 ORDERING AND PROVISIONING**

### 6.1 Dedicated Space

#### 6.1.1 Types of Available Physical Collocation Arrangements

SBC ARKANSAS will make each of the arrangements outlined below available within its Eligible Structures in accordance with this agreement so that collocators will have a variety of collocation options from which to choose:

- (A) 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 ARKANSAS within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SBC ARKANSAS will provide Floor Space Cage Common Systems Materials and Safety and Security charges in increments of one (1) square foot. For this reason, collocators 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 ARKANSAS premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will be subject to the Cage Common Systems Materials Charge as set forth in Paragraph 21.2 following. The Collocator must comply with all methods, procedures and guidelines followed by SBC ARKANSAS in constructing such an arrangement. 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. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 following will apply.

If the collocator elects to install, or requests that SBC ARKANSAS 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 Paragraph 21.3 following applies.

- (B) Caged Shared Collocation - SBC ARKANSAS will provide Caged Shared



Collocation as set forth in Section 7 entitled “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 Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

- (C) Caged Common Collocation - SBC ARKANSAS will provide Caged Common Collocation as set forth in Section 7.1.1.
- (D) Cageless Collocation - SBC ARKANSAS will provide cageless collocation in area designated by SBC ARKANSAS within Eligible Structure 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. Under this arrangement, SBC ARKANSAS will provide space in single bay increments, including available space adjacent to or next to SBC ARKANSAS’s equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. SBC ARKANSAS will not require Collocators to use an intermediate interconnection arrangement such as a POT frame. SBC ARKANSAS may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, SBC ARKANSAS will not provide a Collocator’s personnel or agents with direct access to SBC ARKANSAS’s main distribution frame.
- (E) Adjacent Space Collocation – Where Physical Collocation space within a SBC ARKANSAS Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Agreement, SBC ARKANSAS will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that SBC ARKANSAS uses to house telecommunications equipment, to the extent technically feasible. SBC ARKANSAS will designate the space on SBC ARKANSAS premises where the adjacent structure will be placed. SBC ARKANSAS will offer the following increments of power: SBC ARKANSAS will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC ARKANSAS will provide DC power with two cable options which allow increments of 20, 40, 50, 100, and 200AMPS 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 ARKANSAS will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this agreement.

In the event that interior space in an Eligible Structure becomes available, SBC ARKANSAS will provide the option to the Collocator to relocate its equipment from an Adjacent Structure 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.

- (F) Other Physical Collocation Arrangements - SBC ARKANSAS 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 CLEC seeking collocation in SBC ARKANSAS's Eligible Structures that such an arrangement is technically feasible.

#### 6.1.1.1 Space Determination

As provided in Section 6.2.1 of this Agreement, SBC ARKANSAS shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, SBC ARKANSAS shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2 of this Tariff. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

In the event that the Collocator disputes SBC ARKANSAS's selection of Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. The request shall be submitted to SBC ARKANSAS's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this Tariff, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated SBC ARKANSAS representative and the designated agent for the Collocator, who will participate in the tour.

SBC ARKANSAS will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The SBC ARKANSAS representative will accompany and supervise the Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the placement of the collocation space in Inactive Space is unsupportable, the Collocator shall promptly advise SBC ARKANSAS orally and in writing. The Collocator and SBC ARKANSAS shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with the Commission within five (5) business days from the date of the inspection tour. The burden of proof shall be on SBC ARKANSAS to

justify the basis for placement of the Collocator's space in Inactive Space. The Collocator may seek expedited treatment of any dispute resolution. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

#### 6.1.2 Security

Protection of SBC ARKANSAS's equipment is crucial to its ability to offer service to its customers and to the integrity of the entire network. Therefore, SBC ARKANSAS may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. SBC ARKANSAS may impose security arrangements as stringent as the security arrangements SBC ARKANSAS maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other; SBC ARKANSAS 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 ARKANSAS will not impose more stringent security requirements than these. SBC ARKANSAS 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 collocators.

- (A) Collocators will conduct background checks of their 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 ARKANSAS security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SBC ARKANSAS's own employees and authorized contractors must undergo. SBC ARKANSAS will not, however, require collocators to receive security training from SBC ARKANSAS, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SBC ARKANSAS's Technical Publications.
- (B) Collocators and SBC ARKANSAS will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SBC ARKANSAS property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or SBC ARKANSAS 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 ARKANSAS in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SBC ARKANSAS property:
  - (a) Theft or destruction of SBC ARKANSAS's or collocator's property;
  - (b) Use/sale or attempted use/sale of alcohol or illegal drugs on SBC

ARKANSAS property;

- (c) Threats or violent acts against other persons on SBC ARKANSAS property;
- (d) Knowing violations of any local, state or federal law on SBC ARKANSAS property;
- (e) Permitting unauthorized persons access to SBC ARKANSAS or collocator's equipment on SBC ARKANSAS property; and
- (f) Carrying a weapon on SBC ARKANSAS property.

In addition, Collocator and SBC ARKANSAS will take appropriate disciplinary steps as determined by each party to address any violations reported by SBC ARKANSAS or the collocator of SBC ARKANSAS's policies and practices on security, safety, network reliability, and business conduct as defined in SBC ARKANSAS's Interconnector's Collocation Services Handbook for Physical Collocation in Arkansas, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- (C) Collocators will provide indemnification as set forth in Paragraph 12 of this agreement and insurance as set forth in Paragraph 5.8 of this agreement to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC ARKANSAS authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC ARKANSAS as well.
- (D) SBC ARKANSAS may use reasonable security measures to protect its equipment including, but not limited to, the measures described in the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48). Among other measures permissible under FCC rules, SBC ARKANSAS may install security cameras, tracking devices, card readers and may partition its own equipment. In the event SBC ARKANSAS elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SBC ARKANSAS 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 CLEC be required to pay for both an interior security partition to separate SBC ARKANSAS's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

SBC ARKANSAS's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment; including equipment collocated directly adjacent to SBC ARKANSAS's equipment. SBC ARKANSAS's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within SBC ARKANSAS's space. To the extent that SBC ARKANSAS is required to install

additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at SBC ARKANSAS's expense.

SBC ARKANSAS'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.

SBC ARKANSAS's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SBC ARKANSAS's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If SBC ARKANSAS chooses to enclose its own equipment, SBC ARKANSAS 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. SBC ARKANSAS 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 ARKANSAS cannot prove that other reasonable security methods cost more than an interior security partition around SBC ARKANSAS's equipment, SBC ARKANSAS cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment, and then recover the cost from collocators.

If SBC ARKANSAS 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 ARKANSAS's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its dispute resolution process.

- (E) Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC ARKANSAS will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide SBC ARKANSAS with notice at the time of dispatch of the collocator's 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. SBC ARKANSAS will provide collocators with reasonable access to restroom facilities and parking.

### 6.1.3 Interval

- (A) SBC ARKANSAS 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 ARKANSAS's Interconnector's Collocation Services Handbook for Physical Collocation in Arkansas and will pay an initial application fee as provided in Section 21.1 of this agreement. A

collocator wishing SBC ARKANSAS 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 ARKANSAS to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application, SBC ARKANSAS 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. Collocators who only wish SBC ARKANSAS to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if SBC ARKANSAS is unable to provide the collocator's requested collocation method due to space constraints and the collocator determines that it wishes SBC ARKANSAS 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 application fee would be returned due to the denial. However, it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, SBC ARKANSAS will begin development of the quotation. SBC ARKANSAS will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.

- (B) In responding to an application request, SBC ARKANSAS shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified in 6.1.3(E) following. SBC ARKANSAS will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and application fee are required.
- (C) Dedicated Space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SBC ARKANSAS will complete construction of all Active Collocation Space requests for caged collocation in 90 days from the receipt of the collocator's acceptance of the quotation. SBC ARKANSAS will complete construction of Active Collocation Space requests for cageless collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SBC ARKANSAS will complete construction of Active Collocation Space requests for cageless collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SBC ARKANSAS will be

installing all or some of the bays. SBC ARKANSAS will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SBC ARKANSAS will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 70 days from the receipt of the Collocator's acceptance of the quotation where SBC ARKANSAS will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in all Eligible Structures apply where the Collocator is requesting maximum DC Power of 50 AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in all Eligible Structures where a Collocator is requesting DC Power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC ARKANSAS will complete construction within ninety (90) days.

Unless otherwise mutually agreed to by the parties in writing, in Other (Inactive) Collocation Space, SBC ARKANSAS will complete construction of requests for caged or cageless collocation in one hundred forty (140) days from receipt of the collocator's acceptance of the quotation. In addition, SBC ARKANSAS will provide a DS1/DS3 Interconnection Arrangement within five (5) days after installation of the Collocator's equipment and termination of DC power and completion of interconnection cabling if the Collocator submitted an order with all requisite assignment information with its application for collocation. A collocator may obtain a shorter construction interval than that set forth above by scheduling a meeting with SBC ARKANSAS at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications. If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Arkansas Public Service Commission for determination.

- (D) SBC ARKANSAS will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to SBC ARKANSAS's Interexchange Carrier Service Center (ICSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Application Fee from Section 21.1 of this agreement and 50% of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required.

The above 15 calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks are existing): 30 calendar days.

- 84 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement.
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above 30 calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls through innerduct or Copper (shielded or nonshielded) Cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SBC ARKANSAS will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet



The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC ARKANSAS bays, SBC ARKANSAS 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. The construction interval for these other augments will not exceed 90 days. SBC ARKANSAS will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated in to the Agreement. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the Agreement.

- (E) Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1 – 5	10 Business Days
6 – 20	25 Business Days

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.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SBC ARKANSAS at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

A collocator may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if the collocator

files complete applications, including identification of specific rate elements and the applicable rates contained in the agreement, the exact quantity of the rate elements, and an up-front payment of the non-recurring application fee from Section 21 of this Agreement and schedules a meeting with SBC ARKANSAS at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. The shortened intervals are:

Number of Applications by Collocator	One	<u>Quotation Interval</u>
	6 - 20	20 Business Days

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.

#### 6.1.4 Revisions

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 two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which SBC ARKANSAS normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. 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 application fees as found in Paragraph 21.1, if the revision is major. No additional application 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 There shall be a rebuttable presumption that space is available for physical

collocation in an Eligible Structure.

SBC ARKANSAS shall notify the Collocator in writing as to whether its request for collocation space has been granted or denied due to lack of space within ten (10) days of submission of the completed application. The notification will also include a possible future space relief date, if applicable. At that time, any charges collected with the application will be returned to the Collocation Applicant.

SBC ARKANSAS will, at the same time, file a copy of the notification letter at the Central Records of the Arkansas Public Service Commission. In the event of a denial of a Collocator request for collocating, SBC ARKANSAS shall also concurrently submit the following information both to the Collocator and to the Commission in support of its denial provided under seal and subject to proprietary protections:

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
3. Total amount of space at the premises;
4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of SBC ARKANSAS's premises, showing:
  - a. Space housing SBC ARKANSAS network equipment, non-regulated services space, and administrative offices;
  - b. Space housing obsolete unused equipment;
  - c. Space occupied by SBC ARKANSAS affiliates;
  - d. Space which does not currently house SBC ARKANSAS equipment or administrative offices but is reserved by SBC ARKANSAS for future use by SBC ARKANSAS or its affiliates;
  - e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
  - f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
  - g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
  - h. Planned Central Office rearrangement/ expansion plans, if any; and
  - i. Remaining space, if any. and
5. Description of other plans, if any, that may relieve space exhaustion, including plans showing any adjacent space not technically considered as

part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

6.2.1.1 In the event that SBC ARKANSAS denies a collocation request, and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to SBC ARKANSAS's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the request for a tour and the tour shall be conducted within ten (10) business days of the request or mutually agreed on date.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement," shall be signed by the designated SBC ARKANSAS representative and the designated agent for the Collocator, who will participate in the tour.

SBC ARKANSAS will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. SBC ARKANSAS representative will accompany and supervise the Collocator agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is unsupported, the Collocator agent shall promptly so advise SBC ARKANSAS. The Collocator and SBC ARKANSAS shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SBC ARKANSAS reports shall be concurrently served on each other and submitted to the Commission and to a Third Party Engineer.

The burden of proof shall be on SBC ARKANSAS to justify the basis for any denial of collocation requests. A Collocator that contests SBC ARKANSAS's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and SBC ARKANSAS shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from SBC ARKANSAS and CLECs. However, until the neutral third party process is in place the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain agreement from SBC ARKANSAS on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by SBC ARKANSAS and the Collocator, but shall also undertake an

independent evaluation to determine whether collocation space is available in the Eligible Structure. The scoped work will request that the TPE provide an independent evaluation of the use and reservation of Collocator space as well as SBC ARKANSAS space. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Agreement (e.g., Section 2 definition of “Legitimately Exhausted”), and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on SBC ARKANSAS to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

In the event a third party engineer or the Arkansas Public Service Commission determines that space is not available, SBC ARKANSAS will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

- 6.2.2 At SBC ARKANSAS's option in central offices, and at SBC ARKANSAS's option in other Eligible Structures where physical (including cageless) collocation space is available, or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SBC ARKANSAS will provide virtual collocation consistent with the terms of SBC ARKANSAS's virtual collocation agreements for interconnection to SBC ARKANSAS under 47 U.S.C. 251 (c) (2) or access to SBC ARKANSAS's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.
- 6.2.3 SBC ARKANSAS will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 6.2.4 SBC ARKANSAS will submit to a requesting carrier a report indicating SBC ARKANSAS's available collocation space in a particular SBC ARKANSAS 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 ARKANSAS is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests	Report Delivery
<u>By One Collocator</u>	<u>Interval</u>

1 - 5 10 Business Days

6 - 20 25 Business Days

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.

SBC ARKANSAS will maintain a publicly available document, posted for viewing on its website, indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SBC ARKANSAS, such information will be placed on the website. SBC ARKANSAS will update the public document on the first day of each month to include all newly available information. To the extent SBC ARKANSAS 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 ARKANSAS is taking to make additional space available for collocation.

6.2.5 SBC ARKANSAS will apply the same space reservation policies to Collocators as it applies to itself. In order to increase the amount of space available for collocation, SBC ARKANSAS 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 Commission. In those offices where SBC ARKANSAS does not have adequate space to meet forecasted collocation demand, SBC ARKANSAS agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC, or Order from the Commission. SBC ARKANSAS shall reserve space for switching, MDF, and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

### 6.3 Relocation

When SBC ARKANSAS 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 ARKANSAS will notify the resident collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC ARKANSAS 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 ARKANSAS, 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 ARKANSAS's reasonable discretion. In addition, a collocator's presence in SBC ARKANSAS central offices or adjacent space collocation structures should not prevent SBC ARKANSAS from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If SBC ARKANSAS determines that a collocator must relocate due to any of the above reasons, SBC ARKANSAS 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 ARKANSAS and the collocator, unless the parties agree to a different financial arrangement.

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 ARKANSAS 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

Unless there are unusual circumstances, SBC ARKANSAS will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SBC ARKANSAS completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SBC ARKANSAS's network or obtain access to SBC ARKANSAS unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SBC ARKANSAS has refused to interconnect with the Collocator, the one hundred eighty (180) day deadline shall be extended until SBC ARKANSAS allows the Collocator to interconnect. SBC ARKANSAS, 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. 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 ARKANSAS 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 ARKANSAS or obtain access to SBC ARKANSAS unbundled network elements 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.

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SBC ARKANSAS'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 ARKANSAS's network or obtain access to SBC ARKANSAS's unbundled network elements, for the purpose of providing this service.

If the Collocator causes SBC ARKANSAS 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 ARKANSAS the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

#### 6.5 Cancellation Prior to Due Date

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

#### 6.6 Billing

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SBC ARKANSAS may change its billing date practices upon thirty (30) days notice to the Collocator.

##### 6.6.1 Dispute Resolution

In the event of a bona fide dispute between a Collocator and SBC ARKANSAS regarding any bill for anything ordered from this agreement, Collocator shall, prior to the Bill Due Date, give written notice to SBC ARKANSAS of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number



(BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a “dispute” under this Section 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 agreement 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.

#### 6.6.2 Third Party Escrow Agent

Collocator shall pay all undisputed amounts to SBC ARKANSAS 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:

- a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
- c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- d. 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:
  - i. The escrow account is an interest bearing account;
  - ii. All charges associated with opening and maintaining the escrow account will be borne by the Collocator;
  - iii. 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;
  - iv. All interest earned on deposits to the escrow account shall be disbursed to Collocator and SBC ARKANSAS in the same proportion as the principal; and

- v. Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SBC ARKANSAS (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 agreement ; 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 agreement.

#### 6.6.3 Disputed Amounts

Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this agreement.

#### 6.6.4 Investigation Report

Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this agreement, SBC ARKANSAS shall make an investigation and shall be required by the particular case 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 ARKANSAS will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify SBC ARKANSAS in writing within thirty days following receipt of the results of SBC ARKANSAS's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this agreement.

#### 6.6.5 Informal Resolution

Upon receipt by SBC ARKANSAS of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this agreement, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing 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 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.

### 6.6.6 Formal Resolution

If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.5, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.6. 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 6.6.4 of this agreement and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this agreement.

- a. **Billing Disputes Subject to Mandatory Arbitration** - If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this agreement during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this agreement will be subject to mandatory arbitration in accordance with Section 6.6.7, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this agreement, the parties will annualize the actual number of months billed.
- b. **Billing Disputes Subject to Elective Arbitration** - If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this agreement during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this agreement will be subject to elective arbitration pursuant to Section 6.6.7 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this agreement, the parties will annualize the actual number of months billed. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

### 6.6.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Little Rock Arkansas, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to

process the matter expeditiously. The parties may submit written briefs upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. 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 6.6.7 may be extended or shortened upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 6.6.8 Cooperation Between Parties

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

- a. SBC ARKANSAS 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;
- b. 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;
- c. within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SBC ARKANSAS shall be disbursed to SBC ARKANSAS by the Third Party escrow agent, together with any interest accrued thereon; and
- d. no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SBC ARKANSAS any difference between the amount of accrued interest SBC ARKANSAS received from the escrow disbursement and the amount of Late Payment Charges SBC ARKANSAS billed and is entitled to receive pursuant to Section 6.7 of this agreement.

#### 6.6.9 Failure to Make Payment

Failure by the Collocator to pay any charges determined to be owed to SBC ARKANSAS within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this agreement.

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

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 ARKANSAS shall bill the original collocator for space. However, SBC ARKANSAS 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 ARKANSAS for floor space and all other applicable interconnection arrangements.

#### 6.7 Late Payment Charge

If the Collocator fails to remit payment for any agreement 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 ARKANSAS 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 ARKANSAS's price schedules and (b) the highest rate of interest that may be charged under Arkansas 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

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SBC ARKANSAS'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 ARKANSAS.

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.

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.

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.

## **7.0 USE BY OTHER LOCAL SERVICE PROVIDERS**

7.1 SBC ARKANSAS 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 ARKANSAS 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 ARKANSAS receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SBC ARKANSAS 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.

7.1.1 SBC ARKANSAS 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 ARKANSAS 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 ARKANSAS with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SBC ARKANSAS 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 ARKANSAS 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 as approved by the Commission. 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 6.6.1.

7.2 SBC ARKANSAS will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a 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-collocator no more than the pro-rated share (based upon square footage used exclusively or in common) of SBC ARKANSAS's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SBC

ARKANSAS utilize a shared collocation cage, SBC ARKANSAS will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.

All collocators, including those who are sub-leasing the caged space, are bound by the terms and conditions of this agreement. The terms contained in Paragraph 6.4 Occupancy, preceding shall continue to apply.

- 7.3 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 ARKANSAS, 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 ARKANSAS.

## **8.0 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 ICB. SBC ARKANSAS will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SBC ARKANSAS that use of such cable will not impair SBC ARKANSAS's ability to service its own customers or subsequent collocators.

8.1.2 SBC ARKANSAS 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 ARKANSAS cable. SBC ARKANSAS will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SBC ARKANSAS also has access to more than two such entry points. Where such dual points of entry are not immediately available, SBC ARKANSAS 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 ARKANSAS 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 ARKANSAS shall share the costs incurred by pro-rating those costs using the number of cables to be placed in the entry point by both SBC ARKANSAS 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 ARKANSAS, and leaving sufficient length in the cable in order for SBC ARKANSAS to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space.

## 8.2 Demarcation Point

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 the SBC ARKANSAS-designated area within the Eligible Structure. If the collocator elects not to provide a POT Frame, SBC ARKANSAS will handoff the Interconnection Arrangement(s) cables to the collocator at their equipment.

## 9.0 USE OF DEDICATED SPACE

### 9.1 Nature of Use

In accordance with Section 251(c)(6) of the Telecommunications Act, Collocator may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets SBC ARKANSAS'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 SBC ARKANSAS's network "for the transmission and routing of telephone exchange service or exchange access," or for access to SBC ARKANSAS'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.

Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by SBC ARKANSAS and CLEC. 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.

SBC ARKANSAS permits 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 ARKANSAS voluntarily allows such CLEC 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 ARKANSAS voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

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. Collocator may not collocate, or place into SBC ARKANSAS equipment, Collocator's equipment sub-components or piece-parts.

SBC ARKANSAS does not allow collocation of other Multifunctional Equipment, except that SBC ARKANSAS voluntarily allows 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 a Collocator identified and controlled (*i.e.*, Collocator 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 SBC ARKANSAS's network for the transmission and routing of telephone exchange service or exchange access or for access to SBC ARKANSAS's unbundled network elements for the provision of a telecommunications service. SBC ARKANSAS voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multifunctional equipment only if SBC ARKANSAS and Collocator mutually agree to such collocation.

SBC ARKANSAS 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.

Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. SBC ARKANSAS voluntarily allows Collocator to place in its premises certain ancillary equipment solely to support and be used with equipment that Collocator 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 ARKANSAS's premises, on a non-discriminatory basis, only if SBC ARKANSAS and Collocator mutually agree to such placement. Collocator may not place in SBC ARKANSAS's premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by SBC ARKANSAS, and/or that would duplicate functions performed by SBC ARKANSAS, 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 ARKANSAS's ability to plan for and provide service to other customers including, but not limited to, other Collocators. 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.

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 ARKANSAS voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC ARKANSAS Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC ARKANSAS or (2) requested by Collocator and accepted by SBC ARKANSAS 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 ARKANSAS'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.

SBC ARKANSAS does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

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 ARKANSAS will provide the necessary back-up power to ensure against power outages.

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 the SBC ARKANSAS 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

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 Paragraph 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 agreement. 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 ARKANSAS, which consent shall not be unreasonably withheld.

### 9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish SBC ARKANSAS a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

### 9.2.2 Limitations

SBC ARKANSAS'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 or facilities by a Collocator, is limited only to the extent that SBC ARKANSAS 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 ARKANSAS will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SBC ARKANSAS, 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 for interconnection to SBC ARKANSAS or for access to SBC ARKANSAS's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment seven (7) days a week, twenty four (24) hours a day without a security escort. Collocators shall provide SBC ARKANSAS 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. SBC ARKANSAS will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SBC ARKANSAS will provide Collocators 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 ARKANSAS's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2(B) of this Agreement).

9.3.2 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 ARKANSAS, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.3.3 SBC ARKANSAS 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 ARKANSAS 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 ARKANSAS's personnel

#### 9.4 Threat to Personnel, Network or Facilities

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

#### 9.5 Interference or Impairment

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 agreement.

##### 9.5.1 Interconnection to Others

Within a contiguous area within the eligible structure, SBC ARKANSAS will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SBC ARKANSAS imposes on its own equipment. SBC

ARKANSAS shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from SBC ARKANSAS itself at tariffed rates. If requested by the collocator, SBC ARKANSAS will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SBC ARKANSAS will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SBC ARKANSAS (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

## 9.6 Personal Property and its Removal

In accordance with and subject to the conditions of this agreement, the Collocator may place or install, subject to SBC ARKANSAS's approval, 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 ARKANSAS standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality 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 Paragraph 9.8 following.

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

## 9.7 Alterations

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 ARKANSAS. SBC ARKANSAS shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SBC ARKANSAS has the right to

reject or modify any such request except as required by state or federal regulators. The cost of any SBC ARKANSAS provided construction shall be paid by the Collocator in accordance with SBC ARKANSAS's custom work order process.

## **10.0 STANDARDS**

### **10.1 Minimum Standards**

All types of network equipment placed in SBC ARKANSAS network equipment areas of Eligible Structures by SBC ARKANSAS or Collocators must meet the SBC ARKANSAS minimum safety standards. The minimum safety standards are as follows: (1) The 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 ARKANSAS) 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 ARKANSAS and its contractors when engineering and installing equipment. SBC ARKANSAS may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment.

In the event that SBC ARKANSAS denied Collocation of Collocator's equipment, citing Safety Standards, SBC ARKANSAS will provide within five (5) business days of Collocator's written request to SBC ARKANSAS representative(s), a list of SBC ARKANSAS 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 ARKANSAS equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise. SBC ARKANSAS may not deny collocation of Collocator's equipment because the equipment fails to meet NEBs reliability standards.

In the event SBC ARKANSAS believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to convey to SBC ARKANSAS their compliance direction to the requirements and/or removal of the equipment from the collocation space upon a mutually agreed time-frame if the equipment already improperly was collocated. Dispute resolution procedures are covered in the General Terms & Conditions (GTC) for this Appendix. If the Parties do not resolve the dispute, SBC ARKANSAS 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 improperly was collocated.

## 10.2 Revisions

Within forty five (45) days of approval of this revised agreement by the Arkansas Public Service Commission, SBC ARKANSAS shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Arkansas and its Technical Publication(s) for Physical Collocation. Any revision to SBC ARKANSAS's Interconnector's Collocation Services Handbook for Physical Collocation in Arkansas, or its Technical Publication(s) for Physical Collocation, shall become effective and thereafter applicable under this agreement.. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SBC ARKANSAS and all affected Collocators. Where agreement cannot be obtained, SBC ARKANSAS and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SBC ARKANSAS and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

### 10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SBC ARKANSAS technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

## 10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 Equipment List; Paragraph 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant minimum safety requirements set forth in Paragraph 10.1

## 11.0 RE-ENTRY

If the Collocator shall default in performance of any agreement provision herein, and the default shall continue for sixty (60) Calendar days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC ARKANSAS may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this agreement will be terminated without prejudice to any other remedies SBC ARKANSAS might have.

SBC ARKANSAS 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 paragraph.

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 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 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 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

## **12.0 INDEMNIFICATION OF SBC ARKANSAS**

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SBC ARKANSAS and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supercede or override the indemnification provisions contained in the interconnection agreement between SBC ARKANSAS and Collocator.

Collocators shall indemnify and hold harmless SBC ARKANSAS 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 ARKANSAS 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 negligence or willful or intentional misconduct of SBC ARKANSAS or its employees. The provisions in this section are reciprocal and applicable also to SBC ARKANSAS.

SBC ARKANSAS 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 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 ARKANSAS and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC ARKANSAS 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.

### **13.0 SERVICES AND MAINTENANCE**

#### **13.1 Operating Services**

SBC ARKANSAS shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 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 ARKANSAS tariffs.

#### **13.2 Maintenance**

SBC ARKANSAS 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**

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 for further details).

#### **13.4 Legal Requirements**

Except for paragraph 15.3, SBC ARKANSAS 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.

### **14.0 SBC ARKANSAS's RIGHT OF ACCESS**

SBC ARKANSAS, its agents, employees, and other SBC ARKANSAS-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required

to be made by SBC ARKANSAS hereunder, and for any other purpose deemed reasonable by SBC ARKANSAS. SBC ARKANSAS 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 ARKANSAS equipment, facilities and/or personnel located outside of the Dedicated Space; in such case, SBC ARKANSAS 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.

## **15.0 GENERAL**

- 15.1 The rates and charges in this agreement are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this agreement. SBC ARKANSAS allocates the charges for space preparation and security charges on a pro-rated 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 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 curb side parking available within a reasonable radius of the eligible structure. SBC ARKANSAS will rent parking spaces to Collocators on a first come, first served basis if such space is available. Collocators may not park in spaces that are reserved for SBC ARKANSAS vehicles and which are designated as reserved. SBC ARKANSAS shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SBC ARKANSAS are required to follow all posted traffic and SBC ARKANSAS signs and follow all applicable parking and traffic laws and ordinances.
- 15.3 The rates and charges in this agreement 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.
- 15.3.1 If SBC ARKANSAS 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 ARKANSAS 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.
- 15.3.2 Should SBC ARKANSAS benefit in any way whatsoever 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.
- 15.3.3 Should SBC ARKANSAS 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 ARKANSAS shall absorb all of the costs related to such an upgrade.

- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreements.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month to month term.

## **16.0 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 Paragraph 21 Rates and Charges, following.
- 16.2 SBC ARKANSAS 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 (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SBC ARKANSAS for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SBC ARKANSAS will permit Collocators to review the contractor invoices. To insure efficient use of space, SBC ARKANSAS 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 ARKANSAS will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SBC ARKANSAS, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SBC ARKANSAS, 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 set forth in Paragraph 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SBC ARKANSAS 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 ARKANSAS must still provide and install the required DC power panel as set forth in 20.7, DC Power Panel, following. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

## **17.0 CHARGES**

### 17.1 Monthly Charges

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 Paragraph 21 Rates and Charges, following, 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 ARKANSAS fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16 Preparation Charges, preceding the commencement of work and fifty (50%) of any Custom Work Charges at the time that 50% of the work is completed.

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, with a “carrying charge” based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). 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)

SBC ARKANSAS 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 Agreement. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 20.1 of this Agreement.

### 17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

## **18.0 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 ARKANSAS's cross-connect bay exceeds 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.

## **19.0 RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS**

For interim collocation agreements that were entered into between SBC ARKANSAS and the Collocator prior to the approval of this agreement, SBC ARKANSAS and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the charges approved by the Commission. This true-up and any associated payments from either SBC ARKANSAS or the Collocator to the other shall occur within a reasonable amount of time after the charges become effective, and shall not effect the right of either SBC ARKANSAS or the Collocator to appeal any Commission order with respect to such proceeding.

## **20.0 RATE ELEMENTS**

- 20.1 Determination of Charges Not Established in Agreement (Custom Work Charges)

- (A) Rate Elements - In the event that SBC ARKANSAS seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Agreement, SBC ARKANSAS shall be required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this Agreement. When SBC ARKANSAS provides the price quote containing rate elements or charges that are not established in this Agreement, SBC ARKANSAS shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Agreement.
- (B) In the event the Collocator disputes the rate element or charge proposed by SBC ARKANSAS that is not specifically provided for in this Agreement, Collocator shall notify SBC ARKANSAS of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of Collocator's notification, then Collocator may file a request for dispute resolution with the Commission. In its request, Collocator should provide a copy of SBC ARKANSAS's price quote, a detailed explanation of the charges in dispute, and Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by Collocator and SBC ARKANSAS after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek

interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by SBC ARKANSAS with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

## 20.2 Application/Project Management Fees

The Application/Project Management Fee, as specified in the SBC ARKANSAS Interconnector's Collocation Services Handbook for Physical Collocation in Arkansas, recovers SBC ARKANSAS costs incurred to estimate the quotation of charges for the Collocator's request for the physical collocation arrangements. An initial Application/Project Management Fee will apply to the Collocator's physical collocation request. In addition, a Non-standard Application/Project Management Fee will apply when a request includes DC power requirements other than 20,40,50,100,200 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 ARKANSAS to engineer and purchase additional equipment will result in a Subsequent Application/Project Management 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 a Initial Application/Project Management Fee. Rates and charges are as found in Paragraph 21.1 following.

### 20.2.1 Application/Engineering Fee

An initial Application/Engineering Fee will apply when a Collocator is requesting any Interconnection Terminations between the ILEC and the CLEC on an initial or subsequent Caged/Cageless collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's dedicated space. The rates and charges are as found in Paragraph 21.1.1

### 20.2.2 Application/Power Engineering Fee

An initial Application/Power Engineering Fee will apply when a Collocator is requesting DC power arrangements on an initial or subsequent Caged/Cageless collocation application. This fee recovers the design route of the power arrangement to the Collocator's dedicated space. The rates and charges are found in Paragraph 21.1.2.

## 20.3 Caged Collocation

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SBC ARKANSAS within an Eligible Structure to be used by the collocator for the sole purpose of installing,

maintaining and operating the collocator-provided equipment.

SBC ARKANSAS will provide Floor Space, Site conditioning), Cage Common Systems Materials, and Safety and Security charges in increments of one (1) square foot. For this reason, collocators 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 ARKANSAS premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Paragraph 21.2 and 21.19 following.

When a collocator constructs its own cage and related equipment, the collocator will be subject to the Cage Common Systems Materials Charge as set forth in Paragraph 21.2 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. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 preceding will apply.

If the collocator elects to install, or requests that SBC ARKANSAS 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 Paragraph 21.2 following applies.

(A) Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC ARKANSAS within Arkansas:

- Construction costs
- Operating costs

(B) Telecommunications Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floorspace 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

(C) Common Systems Materials Charge

Consists of the following elements and represents charges unique to the collocator making the request:

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

(D) Safety and Security

This charge represents reasonable costs incurred by SBC ARKANSAS 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 method of security systems, which may consist of a sub set of the following:

- Interior Security Partition separating SBC ARKANSAS 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

In the event SBC ARKANSAS 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 CLEC be required to pay for both an interior security partition to separate SBC ARKANSAS'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 CLECs equipment that is collocated under the cageless option.

### 20.3.1 Caged Common Collocation

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SBC ARKANSAS



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 ARKANSAS with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SBC ARKANSAS 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 ARKANSAS 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.

SBC ARKANSAS shall 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 16.3.

SBC ARKANSAS will provide Floor Space, Site Conditioning, Caged Common Systems Materials and Safety and Security charges in increments of one square foot. The first collocator in SBC ARKANSAS premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based upon the linear foot of rack space used by each collocator. Rates and charges are contained in Section 21.3.1, 21.4, 21.12, 21.13, 21.16, 21.18, and 21.19.

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.

(A) Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC ARKANSAS within Arkansas:

(B) Telecommunications Infrastructure Space Charge

Consists of the following and represents costs necessary to condition basic floorspace 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

(C) Caged Common Collocation Systems Materials Charge

- 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

(D) Safety and Security

This charge represents reasonable costs incurred by SBC ARKANSAS to secure its equipment contained within the 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:

- Interior Security Partition separating SBC ARKANSAS 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

In the event SBC ARKANSAS 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 CLEC be required to pay for both an interior security partition to separate SBC ARKANSAS'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 CLECs equipment that is collocated under cageless option.

#### 20.4 Cageless Collocation

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 ARKANSAS within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SBC ARKANSAS will provide Floor Space Site Conditioning, Common Systems Materials and Safety and Security, charges in increments of one (1) square foot. Collocators 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 ARKANSAS premises will be responsible only for its prorata share of the cost of site preparation and security charges. Charges to each collocator will be based upon the square footage of space used by each collocator. Rates and charges are found in Section 21.3.

##### (A) Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SBC ARKANSAS within Arkansas:

- Construction costs
- Operating costs

##### (B) Telecommunications Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floorspace 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

(C) Cageless Common Systems Materials Charge

- 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

(D) Safety and Security

This charge represents reasonable costs incurred by SBC ARKANSAS to secure its equipment contained within the used space of the 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:

- Interior Security Partition separating SBC ARKANSAS 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

In the event SBC ARKANSAS 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 CLEC be required to pay for both an interior security partition to separate SBC ARKANSAS'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 CLECs equipment that is collocated under cageless option.

## 20.5 DC Power Consumption

The DC Power charge consists of use of the DC power system, with AC input and AC backup for 20,40,50,100, and, 200 AMPS (redundant) feeder increments, which includes

associated HVAC costs for power requirements. Rates and charges are as found in Section 21.4.

#### 20.6 DC Power Panel (Maximum 50 AMP)

DC Power Panel is optional with each application requiring DC Power designed to provide either 20, 40 or 50 (maximum) AMPS (redundant) of DC voltage. This rate element will always be provided by SBC ARKANSAS. Rates and charges are as found in Paragraph 21.5 following.

#### 20.7 DC Power Panel (100 or 200 AMP)

At least one (1) DC Power Panel is required with each application requiring DC Power when designed to provide either 100 or 200 AMPS (redundant) of DC voltage,, 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 ARKANSAS technical support This rate element will always be provided by SBC ARKANSAS. Rates and charges are as found in Paragraph 21.6 following.

#### 20.8 DC Transmission Energy Charge

The DC Transmission Energy charge consists of the AC energy to provide redundant DC power. The CEV, HUT, Cabinet arrangement is provided per 2" mounting space required as described in 20.21 below. In the Remote Switching Module (RSM) CO arrangement, energy is provided on a per AMP basis with a maximum load of 500 AMPS. Rates and charges are as found in Paragraph 21.7 following.

#### 20.9 Eligible Structure Ground Cable Arrangement, Each

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. Adjacent structure ground cable arrangement is found in 20.24. Rates and charges are as found in Paragraph 21.8 following.

#### 20.10 Security Cards

The Security Cards charge consists of a charge per new card or replacement card, for access cards, and ID cards. Rates and charges are as found in Paragraph 21.9 following.

#### 20.11 Timing Source Arrangement

A single signal from the SBC ARKANSAS timing source to provide synchronization between a Collocator's single network element and SBC ARKANSAS's equipment. Rates and charges are as found in Paragraph 21.10.

## 20.12 Optional Standard Bay or Cabinet, Each

The collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SBC ARKANSAS or may request that SBC ARKANSAS provide and install the bay or cabinet in the cageless space, only. If the collocator elects for SBC ARKANSAS to provide a bay or cabinet, the rates and charges are as found in Paragraph 21.11. When, at the collocator's option, a bay or cabinet is placed in space designated by SBC ARKANSAS, 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 ARKANSAS facilities, previously referred to as "Point of Termination (POT) bay."

## 20.13 Interconnection Arrangement Options

Collocators will select one or more of the interconnection arrangements listed below.

### 20.13.1 DS1 Interconnection Arrangement (DSX or DCS), Each

A SBC ARKANSAS-provided arrangement of twenty eight (28) DS1 connections per arrangement between the collocator's optional POT Frame or equipment bay and the SBC ARKANSAS network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SBC ARKANSAS 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 ARKANSAS'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 Paragraph 21.12 following.

### 20.13.2 DS3 Interconnection Arrangement (DSX or DCS), Each

A SBC ARKANSAS-provided arrangement for one (1) DS3 connection per arrangement between the collocator's optional POT Frame or equipment bay and the SBC ARKANSAS network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SBC ARKANSAS 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 ARKANSAS'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 Paragraph 21.12 following.

### 20.13.3 Copper Cable Interconnection Arrangement, Each

A SBC ARKANSAS-provided arrangement that provides one hundred (100)

copper (non shielded) connections between the collocator's optional POT Frame or equipment bay and the SBC ARKANSAS network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SBC ARKANSAS Main Distribution Frame. Rates and charges are as found in Paragraph 21.12 following.

#### 20.13.4 Shielded Cable Arrangement, Each

A SBC ARKANSAS-provided arrangement that provides one hundred (100) (shielded) connections between the collocator's optional POT Frame or equipment bay and the SBC ARKANSAS network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SBC ARKANSAS Main Distribution Frame. Rates and charges are as found in Paragraph 21.12 following.

#### 20.14 Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the SBC ARKANSAS network. This rate element may not be provided by the collocator. The collocator will not be permitted access to the SBC ARKANSAS Main Distribution Frame. Rates and charges are as found in Paragraph 21.13 following.

#### 20.15 Timing Interconnection Arrangement (Optional)

Optional timing leads within the collocator designated bay or rack. Rates and charges are as found in Paragraph 21.14 following.

#### 20.16 Copper Cable Termination Arrangement, Each (Optional)

Terminal blocks installed within the optional POT frame accommodating 100 copper cable pair Terminations. Rates and charges are as found in Paragraph 21.15 following.

#### 20.17 Power Arrangement Provisioning

The Power Arrangement is the cable and the cable rack including support and fabrication material. Separate Arrangements are required for Power and Transmission Distribution. Rates and charges are as found in Paragraph 21.16 following.

#### 20.18 Conduit Space, Per Foot

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SBC ARKANSAS designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Paragraph 21.17 following.

## 20.19 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber charge reflects the time interval spent by SBC ARKANSAS in pulling the Collocator's cable facilities from the SBC ARKANSAS-designated manhole, through the SBC ARKANSAS cable vault and through the SBC ARKANSAS cable support structure to the collocator's equipment. Rates and charges are as found in Paragraph 21.18 following.

## 20.20 Miscellaneous Charges

Consists of one-time charges for miscellaneous construction-related activities associated with additions or removal of components used in caged collocation arrangements. The Cage Wire Partition Removal Charge is applied to collocators who choose to combine floor space in caged collocation arrangements by requesting that a common cage wire partition be removed between their adjacent cages. The Cage-to-Cage Conduit Placement Charge is applied to collocators who request placement of conduit between cages. Rates and charges per linear foot are as found in Paragraph 21.20 following.

## 20.21 Two Inch Vertical Mounting Space in CEVs, Huts, and Cabinets

A two inch vertical mounting space in a standard equipment mounting rack 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 and adjacent equipment. Rates and charges are as found in Paragraph 21.21.

## 20.22 Pre-visits

### General Applications

Prior to submitting an application, the prospective collocator may elect to arrange with SBC ARKANSAS to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SBC ARKANSAS Eligible Structures must submit their 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 collocators will not be allowed to take photographs, make copies of SBC ARKANSAS site-specific drawings nor make any notations. For pre-visits, SBC ARKANSAS will limit the number of SBC ARKANSAS employees attending the pre-visit to one SBC ARKANSAS employee, unless a different number of SBC ARKANSAS 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 ARKANSAS employees spend traveling and will be based on fifteen minute increments. Rates and Charges are as found in Paragraph 21.21.



## 20.23 Construction Inspections

During the construction of all forms of physical collocation space required under this agreement, Collocators 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, collocators 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 paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SBC ARKANSAS employees spend traveling and will be based on fifteen (15) minute increments. Rates and Charges are as found in Paragraph 21.22.

## 20.24 Adjacent Structure Collocation

If a collocator elects to provide an adjacent on-site structure as described in Paragraph 6.1.1 (E) preceding, when all available space is Legitimately Exhausted inside a SBC ARKANSAS Eligible Structure, SBC ARKANSAS will charge Application/Project Management fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent Structure Collocation request. Rates and charges are found in Paragraph 21.23 following. In addition, should the collocator elect to have SBC ARKANSAS provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in Paragraphs 21.5 and 21.6 following.

### 20.24.1 Application/Engineering Fee

An initial Application/Engineering Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent on-site structure and the ILEC on an for Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent on-site structure. Rates and charges are found in Paragraph 21.23.1 following.

### 20.24.2 Application/Power Engineering Fee

An initial Application/Power Engineering Fee will apply when a Collocator is requesting DC power arrangements on an initial or subsequent adjacent on-site structure collocation application. This fee recovers the design route of the power arrangement to the Collocator's dedicated space. Rates and charges are found in Paragraph 21.23.2 following.

## 20.25 Collocation Availability Space Report Fee

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 ARKANSAS is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Paragraph 21.24 following.

## **21.0 RATES AND CHARGES**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.1 Application/Project Management Fees</b>			
CO Arrangements			
- Initial	NRBCE	None	\$2,971.56
- Subsequent	NRBZD	None	1,782.63
- Non-standard	NRBZE	None	TBD
CEVs, Huts, Cabinets			
- Standard	NRB1G	None	869.62
<b>21.1.1 Application/Engineering Fee</b>			
Engineering Interconnection Terminations Requested			
- Initial/Subsequent	XXXXXX	None	1,405.59
<b>21.1.2 Application/Power Engineering Fee</b>			
Engineering DC Power Requested			
- Initial/Subsequent	XXXXXX	None	653.58
<b>21.2 Caged Collocation</b>			
- Floor Space Charges, per square foot	XXXXXX	\$5.75	None
- Augment rates are same as above per square foot			

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**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.2 Caged Collocation (Continued)</b>			
- Telecommunications Site Conditioning Space Charge, per square foot		None	\$16.71
- Augment rates are same as above per unit			
- Cage Common Systems Materials Charge, per square foot		\$0.44	76.63
- Safety & Security, per square foot		None	55.89
<b>21.3 Cageless Collocation</b>			
- Floor Space Charges per 10 Sq. Ft.			
- Standard Bay		57.45	0.00
- Floor Space Charges per 18 Sq. Ft.			
- Cabinet/Large Bay		103.41	0.00
- Telecommunications Site Conditioning Space Charge, per 10 square ft.			
- Standard Bay		None	167.04
- Telecommunications Site Conditioning Space Charge, per 18 square ft.			
- Cabinet/Large Bay		None	300.67
- Cageless Comon Systems Materials Charge, Per 10 Sq. ft.			
- Standard Bay		4.77	829.07
- Cageless Comon Systems Materials Charge, Per 18 Sq. ft.			
- Cabinet/Large Bay		8.59	1,492.33

Local Access Service Tariff  
Original Sheet 53**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.3 Cageless Collocation (Continued)</b>			
- Safety & Security, per 10 square foot - Standard Bay		None	\$558.88
- Safety & Security, per 18 square foot - Cabinet/Large Bay		None	1,005.98
<b>21.3.1 Caged Common Collocation</b>			
- Planning Charges			
- Initials (Per Request)		\$ 0.76 (Per linear foot)	\$ 2,992.81 (Per Request)
- Subsequent, Cabling Only (Per Request)		None	\$ 1,360.37
- Land and Building Charge (Per linear foot of rack space)		\$ 27.19	None
- Cable Racking Charge \$ (Per linear foot of rack space)		3.76	None
- HVAC Charge (Per 10 AMPS)		\$ 4.01	None
- RSM Option			
- Additional Dedicated HVAC Charge		None	\$ 3,100.00
- Dedicated Power Plant Floor Space Charge		\$ 394.00	None

- Telecommunications Infrastructure Space Charge, per square foot			
- Up to 100 sq. ft. collocation area	\$ 0.00	\$	0.00
- 101-200 sq. ft. collocation area	\$ 0.00	\$	0.00
- 201-300 sq. ft. collocation area	\$ 0.00	\$	0.00
- 301-400 sq. ft. collocation area	\$ 0.00	\$	0.00
- Common Systems			
- Cage Preparation Charge (per linear foot of rack space)	\$ 1.95	\$	0.00
- Grounding Charge (per linear foot of rack space)	\$ 0.18	\$	0.00
- Safety & Security, per square foot	\$ 0.00	\$	0.00

**21.4 DC Power, Standard Power Consumption**

Arrangements (Caged Collocation)

- Per 20 AMPS	SP1PT	\$151.35	None
- Per 40 AMPS	SP1QD	302.70	None
- Per 50 AMPS	SP1PS	378.37	None
- Per 100 AMPS	SP1QE	756.74	None
- Per 200 AMPS	SP1QF	1,513.48	None
- Per 400 AMPS	XXXXXX	\$ XX.XX	

DC Power, Standard Power Consumption

Arrangements (Cageless Collocation and Caged Common Arrangements)

- Per 20 AMPS	SP1PT	151.35	None
- Per 40 AMPS	SP1QD	302.70	None
- Per 50 AMPS	SP1PS	378.37	None
- Per 100 AMPS	SP1QE	756.74	None
- Per 200 AMPS	SP1QF	1,513.48	None

Adjacent On-site Arrangements

DC Power, Standard Power Consumption

Arrangements (Adjacent On-site)

- Per 20 AMPS	SP1PT	260.22	None
- Per 40 AMPS	SP1QD	520.44	None
- Per 50 AMPS	SP1PS	650.55	None
- Per 100 AMPS	SP1QE	1,301.10	None
- Per 200 AMPS	SP1QF	2,602.19	None

<b>21.5 DC Power Panel (Maximum 50 AMP)</b> (Optional)	SP1QP	16.74	2,908.00
<b>21.6 DC Power Panel (100/200 AMP)</b>			
<b>21.7 DC Transmission Energy Charge</b> - CEV, HUT and Cabinet Arrangement - Per 2" Mounting Space	SP1QK	1.20	None Local Access Service Tariff Original Sheet 54

**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.8 Eligible Structure Ground</b> Cable Arrangement - per Bay (For Caged/Cageless)	SP1CR	\$0.17	\$28.93
<b>21.9 Security Cards/ID Cards</b> - Access Cards, per card, new and replacement	NRBZW	None	29.11
<b>21.10 Timing Source Arrangement,</b> - per timing circuit	SP1QT	3.80	660.00
<b>21.11 Optional Standard Frame or Cabinet, each</b> - Standard Bay - Cabinet/Large Bay		7.84 18.87	1,362.43 3,278.00
<b>21.12 Interconnection Arrangement Options</b> Caged Collocation - DS1 Arrangement (28 DS1s) - DCS - SBC ARKANSAS provides cabling and terminations	SP1QM	270.14	5,982.13
Cageless, Caged Common Collocation - DS1 Arrangement (28 DS1s) - DCS - SBC ARKANSAS provides cabling and terminations	XXXXXX	270.14	5,982.13
Adjacent On-site Collocation - DS1 Arrangement (28 DS1s) - DCS - SBC ARKANSAS provides cabling and terminations	XXXXXX	270.14	5,982.13
Extension of cabling per Linear ft. to Adjacent Structure	XXXXXX	0.01	2.22
Adjacent Off-site Collocation - DS1 Arrangement(28 DS1s) - DCS - SBC ARKANSAS provides cable racks \$1,830.99		XXXXXX	\$295.73
- LSP provides cable racks	XXXXXX	\$0.00	\$0.00

Caged Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SBC ARKANSAS provides cabling terminations	SP1T3	8.34	1,447.89
Cageless, Caged Common Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SBC ARKANSAS provides cabling terminations	XXXXXX	8.34	1,447.89
Adjacent On-site Collocation			
- DS1 Arrangement (28 DS1s) - DSX			
- SBC ARKANSAS provides cabling terminations	XXXXXX	8.34	1,447.89
Extension of DS1 cable per Linear ft. to Adjacent Structure	XXXXXX	0.01	2.22
- DS1 Arrangement (84 DS1s) (Optional) Panel			
- SBC ARKANSAS provides	XXXXXX	8.58	1,489.40
Regeneration (applicable to adjacent structures or at collocator request)			
	XXXXXX	\$0.00	\$0.00
Augments			
DS1 Arrangement (1 DS1) – DCS		\$10.33	\$0.00
DS1 Arrangement (1 DS1) – DCS		\$1.73	\$0.00

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Original Sheet 55**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.12 Interconnection Arrangement Options (Continued)</b>			
Caged Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SBC ARKANSAS provides cabling terminations		SP1T5	\$142.48
	\$3,940.69		
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SBC ARKANSAS provides cabling terminations		XXXXXX	142.48
	3,940.69		
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DCS			
- SBC ARKANSAS provides cabling terminations		XXXXXX	142.48
	3,940.69		
- Extension of DS3 cable per Linear ft. to Adjacent Structure	XXXX	0.01	1.60
Caged Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SBC ARKANSAS provides cabling terminations		SP1QN	4.56
	792.55		
Cageless, Caged Common Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SBC ARKANSAS provides cabling terminations		XXXXXX	4.56
	792.55		
Adjacent On-site Collocation			
- DS3 Arrangement (1 DS3) - DSX			
- SBC ARKANSAS provides cabling terminations		XXXXXX	4.56
	792.55		
- Extension of cabling per Linear ft. to Adjacent Structure	XXXXXX	0.01	1.60
DS3 Arrangement (24 DS3) – (Optional) Panel			
- SBC ARKANSAS provides panel	XXXXXX	2.53	439.84
DS3 Arrangement (1 DS3) – (Optional) Interconnect Module			
- SBC ARKANSAS provides panel	XXXXXX	0.47	82.50
Copper Cable Interconnection			



- Non-Shielded Cable Arrangement (100 pairs)				
- Caged Collocation				
- SBC ARKANSAS provides cabling terminations		SP1QQ		5.92
	1,028.90			
- Cageless Collocation				
- SBC ARKANSAS provides cabling terminations		XXXXXX		5.92
	1,028.90			
- Caged Common Collocation				
- SBC ARKANSAS provides cable racks	XXXXXX	\$ 6.37		\$ 1,205.78
- Adjacent On-site Collocation				
- SBC ARKANSAS provides cabling terminations		XXXXXX		5.92
	1,028.90			
- Extension VG/DSO non-shielded cable per Linear ft.	XXXXXX	0.01		2.04

Local Access Service Tariff  
Original Sheet 56**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.12 Interconnection Arrangement Options (Continued)</b>			
Copper Cable Interconnection (Continued)			
- Shielded Cable Arrangement (Optional) (100 shielded pairs)			
- Caged Collocation - SBC ARKANSAS provides cabling terminations	\$1,096.22		\$6.31
- Cageless Collocation - SBC ARKANSAS provides cabling terminations	1,096.22	XXXXXX	6.31
- Adjacent On-site Collocation - SBC ARKANSAS provides cabling terminations	1,096.22	XXXXXX	6.31
- Extension DSL shielded cable per Linear ft.	XXXXXX	0.01	2.22
<b>21.13 Optical Circuit Arrangement</b> (12 fiber pairs)			
- Caged Collocation (per Cable)	SP1QR	4.42	767.80
- Cageless Collocation (per Cable)	XXXXXX	4.42	767.80
- Caged Common Collocation (per Cable)	XXXXXX	\$8.23	\$3,377
- Adjacent On-site (per Cable)	XXXXXX	4.42	767.80
- Adjacent On-site Extension Fiber (4-Strand Jumper) per Linear ft.	XXXXXX	0.02	3.16
Optical Circuit Arrangement (12 fiber pairs) (Optional) Optic Splitter Panel	XXXXXX	1.61	280.50
Optical Circuit Arrangement (1 fiber pairs) (Optional) Fiber Termination Dual Module	XXXXXX	1.46	253.00

**21.14 Timing Interconnection Arrangement**

(2 Timing Leads per Linear ft.)

SP1QS

0.05

9.13

**21.15 Copper Cable Termination Arrangement**

- (Optional) Copper Cable Panel

(500 pair Panel with 5-100 pair blocks)

SP1CV

3.29

572.00

Local Access Service Tariff  
Original Sheet 57**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.16 Power Arrangement Provisioning</b>			
Caged Collocation			
- Power Dedicated - 20 AMP	SP1QU	\$14.00	\$2,431.28
- Power Dedicated - 40 AMP	SP1QV	21.56	3,744.68
- Power Dedicated - 50 AMP	SP1QW	21.56	3,744.68
- Power Dedicated - 100 AMP	SP1QX	35.21	6,115.73
- Power Dedicated - 200 AMP	SP1QY	70.93	12,320.55
Cageless Collocation Power			
- Power Dedicated - 20 AMP	SP1QU	14.00	2,431.28
- Power Dedicated - 40 AMP	SP1QV	21.56	3,744.68
- Power Dedicated - 50 AMP	SP1QW	21.56	3,744.68
- Power Dedicated - 100 AMP	SP1QX	35.21	6,115.73
- Power Dedicated - 200 AMP	SP1QY	70.93	12,320.55
Caged Common Collocation Power Delivery Charge			
- Power Dedicated – 40 AMP	XXXXXX	None	\$ 219.84
- Power Dedicated – 100 AMP	XXXXXX	None	\$ 286.75
- Power Dedicated – 200 AMP	XXXXXX	None	\$ 373.74
Adjacent On-site Collocation Power Delivery Provisioning Charge			
- Power – 50 AMPs Engineering per four power cables (quad)	XXXXXX	None	5,445.00
- Power – 50 AMPs Cables Linear ft. per cable quad	XXXXXX	0.85	146.93
- Power – 200 AMPs Engineering per four power cables (quad)	XXXXXX	None	5,445.00
- Power – 200 AMPs Cables Linear ft. per cable quad	XXXXXX	1.18	204.26
- Power – 400 AMPs Cables	XXXXXX	\$ 31.81	\$15,150.85

For Augments the Power Delivery Charge

- Power Dedicated - 20 Amps		14.00	2,431.28
- Power Dedicated - 40 Amps		21.56	3,744.68
- Power Dedicated - 50 Amps		21.56	3,744.68
- Power Dedicated - 100 Amps		35.21	6,115.73
- Power Dedicated - 200 Amps		70.93	12,320.55
<b>21.17 Entrance Facility</b>			
Conduit to vault, per cable sheath	SPICA	17.47	None

Local Access Service Tariff  
Original Sheet 58**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.18 Entrance Fiber Charge, per cable sheath</b>			
- Caged Collocation	SP1Q9	\$13.77	\$1,977.52
- Cageless	XXXXX	13.77	1,977.52
- Caged Common	XXXXX	\$ 2.11	\$1,116.22
- Adjacent On-site			
- OSP Engineering route for cable(s)	XXXXX	None	1,300.73
- Fiber Cable Placement per fiber cable sheath	XXXXX	12.43	240.90
- Fiber Cable Innerduct per fiber cable sheath	XXXXX	1.32	None
- Entrance Conduit (7 Ducts) per linear ft.	XXXXX	None	293.70
- Cable Entrance per Wall Opening			
- Setup and Wall Coring	XXXXX	None	5,462.60
- CEV, HUT, Cabinet			
- Fiber Cable Placement per sheath	XXXXX	None	50.60
- Entrance Conduit per sheath	XXXXX	2.79	None
<b>21.19 Miscellaneous Collocation Charges (Optional)</b>			
- Real Estate Design to Build Cage	XXXXX	None	664.10
- Cage Fencing Placement Per Linear ft.	XXXXX	None	74.22
- Cage wire partition removal, per linear foot		None	35.10
- Cage Fencing relocation per linear ft.	XXXXX	None	58.49
- Cage Door & Lock (Each)	XXXXX	None	612.58
- Overhead Cage Lighting (Each)	XXXXX	None	516.66
- Cage-to-cage conduit placement, per linear foot		17.85	36.95
<b>21.20 Rack Mounting Plate</b>			
Space in cabinets (2" Mounting Space)			
- Large cabinet size	SP1QZ	1.52	None
- Medium cabinet size	SP1Q1	1.65	None
- Small cabinet size	SP1Q2	1.92	None

**In Huts**

- Maxihut	SP1Q3	0.56	None
- Minihuts	SP1Q4	0.39	None

**In CEVs**

- 24 foot	SP1Q5	1.02	None
- 16 foot	SP1Q6	1.14	None

Local Access Service Tariff  
Original Sheet 59**PHYSICAL COLLOCATION  
(SERVICES AND RATES)****21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.21 Pre-visits</b>			
- CPAT - 2nd Level per 15 minutes	NRB11	None	\$21.44
- Loop Electronics Coordinator - 1st Level per 15 minutes	NRB12	None	17.65
- Floor Space Planner - 1st Level per 15 minutes	NRB13	None	17.65
- Craft - Group 1 per 15 minutes	NRB14	None	15.49
<b>21.22 Construction Inspections</b>			
- Project Manager - 2nd Level per 15 minutes	NRB15	None	17.65
- CPAT - 2nd Level per 15 minutes	NRB16	None	21.44
<b>21.23 Adjacent On-Site Structure Arrangements</b>			
- Application/Project Management Fees			
- Initial (per request)	XXXXXX	None	5,055.56
- Subsequent	XXXXXX	None	2,376.83
- Land Rental, per square foot		\$0.07	None
- Extension of 100 AMP AC Service per Linear ft. from C.O. Switchboard (optional)		None	66.86
- AC Usage, per KWH		0.06	None
<b>21.23.1 Adjacent On-Site Structure - Application/Engineering Fee</b>			
-Application/Engineering Fee	XXXXXX	None	3,360.78
<b>21.23.2 Adjacent On-Site Structure - Application/Powering Engineering Fee</b>			
-Application/Powering Engineering Fee	XXXXXX	None	635.58
<b>21.24 Collocation Space Availability Report Charge</b>			
- Report Fee, per Report and per Eligible Structure Requested		None	107.55



Local Access Service Tariff  
Original Sheet 60

**PHYSICAL COLLOCATION  
(SERVICES AND RATES)**

**21.0 RATES AND CHARGES (Continued)**

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
<b>21.25 Collocation to Collocation Connection</b>			
Physical to Physical			
- Fiber Cable (12 Fibers)			
- SBC ARKANSAS Provides Cable, Engineers and Installs		\$3.31	\$1,607.81
- Collocator Provides Cable, SBC ARKANSAS Engineers and Installs		None	1,543.98
- Collocator Provides Cable and Installs, SBC ARKANSAS Engineers		None	1,122.40
- Copper Cable (28 DS1s)			
- SBC ARKANSAS Provides Cable, Engineers and Installs		3.19	1,631.10
- Collocator Provides Cable, SBC ARKANSAS Engineers and Installs		None	1,543.98
- Collocator Provides Cable and Installs, SBC ARKANSAS Engineers		None	1,122.40
- Coax Cable (1 DS3)			
- SBC ARKANSAS Provides Cable, Engineers and Installs		2.78	1,575.35
- Collocator Provides Cable, SBC ARKANSAS Engineers and Installs		None	1,543.98
- Collocator Provides Cable and Installs, SBC ARKANSAS Engineers		None	1,122.40
Physical to Virtual	Same as Cageless to Cageless		

**APPENDIX: VIRTUAL COLLOCATION**

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## APPENDIX: VIRTUAL COLLOCATION

### 1.0 General Description

This Section of the Agreement provides for Virtual Collocation for the purpose of interconnecting to SBC ARKANSAS 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 ARKANSAS's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

At SBC ARKANSAS's option in central offices, and at SBC ARKANSAS's option in other Eligible Structures where physical (including cageless) collocation space is available, or at the Collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SBC ARKANSAS will provide one of the following alternate types of virtual collocation:

- 1) Virtual collocation wherein SBC ARKANSAS maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Paragraphs 1.1 through 13.4 of this Agreement.
- 2) Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Paragraph 26.14 following and consistent with the rates, terms and conditions as provided for throughout this entire Agreement.

Virtual Collocation in the Central Office is available for interconnection with SBC ARKANSAS for the transmission and routing of telephone exchange service and exchange access as well as SBC ARKANSAS-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with SBC ARKANSAS-provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with SBC ARKANSAS.

Unless otherwise specifically provided for in this Agreement, the provisions and rates of Section 25 FCC 73 Virtual Tariff will apply. SBC ARKANSAS will exercise physical control over any equipment deployed for the purposes of Virtual Collocation.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC ARKANSAS within SBC ARKANSAS's Central Offices is contained in 13.1. (Rate Elements for SBC ARKANSAS Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC ARKANSAS within SBC ARKANSAS's CEVs, Huts and Cabinets is contained in 13.2 (Rate Elements for SBC ARKANSAS CEVs, Huts and Cabinets).

1.1 Virtual Collocation for Interconnection to SBC ARKANSAS for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SBC ARKANSAS-Provided UNEs when the Equipment is Provided by the Collocator.

Virtual Collocation provides for interconnection between SBC ARKANSAS and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in SBC ARKANSAS Central Offices and for interconnection with SBC ARKANSAS-provided UNEs in SBC ARKANSAS Central Offices and CEVs, Huts and Cabinets.

Virtual Collocation is available at SBC ARKANSAS wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 and in SBC ARKANSAS CEVs, Huts and Cabinets. Upon request, SBC ARKANSAS will provide a listing of locations of SBC ARKANSAS CEVs, Huts or Cabinets.

The rate elements provided in this Agreement are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/SBC ARKANSAS Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and SBC ARKANSAS. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from the SBC ARKANSAS/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

- (A) A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in 1.1 (B) below and the equipment conforming to industry safety standards as described in SBC ARKANSAS's Technical Publication.
- (B) In accordance with Section 251(c)(6) of the Telecommunications Act, Collocator may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets SBC ARKANSAS'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 SBC ARKANSAS's network "for the transmission and routing of telephone exchange service or exchange access," or for access to SBC ARKANSAS'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.

Multifunctional Equipment is not "necessary" for interconnection or access to

unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by SBC ARKANSAS and CLEC. 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.

SBC ARKANSAS permits 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 ARKANSAS voluntarily allows such CLEC 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 ARKANSAS voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

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. Collocator may not collocate, or place into SBC ARKANSAS equipment, Collocator's equipment sub-components or piece-parts.

SBC ARKANSAS does not allow collocation of other Multifunctional Equipment, except that SBC ARKANSAS voluntarily allows 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 a Collocator identified and controlled (*i.e.*,

Collocator 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 SBC ARKANSAS's network for the transmission and routing of telephone exchange service or exchange access or for access to SBC ARKANSAS's unbundled network elements for the provision of a telecommunications service. SBC ARKANSAS voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if SBC ARKANSAS and Collocator mutually agree to such collocation.

SBC ARKANSAS 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.

Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. SBC ARKANSAS voluntarily allows Collocator to place in its premises certain ancillary equipment solely to support and be used with equipment that Collocator 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 ARKANSAS's premises, on a non-discriminatory basis, only if SBC ARKANSAS and Collocator mutually agree to such placement. Collocator may not place in SBC ARKANSAS's premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by SBC ARKANSAS, and/or that would duplicate functions performed by SBC ARKANSAS, 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 ARKANSAS's ability to plan for and provide service to other customers including, but not limited to, other Collocators. 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.

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 ARKANSAS voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC ARKANSAS Eligible Premises, that prior to the May 11, 2000 effective date of the GTE Opinion, were (1) in place in SBC ARKANSAS or (2) requested by Collocator and accepted by SBC ARKANSAS 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 ARKANSAS'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.

All types of network equipment placed in SBC ARKANSAS network equipment areas of Eligible Structures by SBC ARKANSAS or Collocators must meet the SBC ARKANSAS minimum safety standards. The minimum safety standards are as follows: (1) The 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 ARKANSAS) 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 ARKANSAS and its contractors when engineering and installing equipment.

In the event that SBC ARKANSAS denied Collocation of Collocator's equipment, citing Safety Standards, SBC ARKANSAS will provide within five (5) business days of Collocator's written request to SBC ARKANSAS representative(s), a list of SBC ARKANSAS 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 ARKANSAS equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.

In the event SBC ARKANSAS believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to convey to SBC ARKANSAS their compliance direction to the requirements and/or removal of the equipment from the collocation space upon a mutually agreed time-frame if the equipment already improperly was collocated. Dispute resolution procedures are covered in the General Terms & Conditions (GTC) for this Appendix. If the Parties do not resolve the dispute, SBC ARKANSAS 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 improperly was collocated.

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SBC ARKANSAS'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 Agreement.

- (C) 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 Agreement. If SBC ARKANSAS chooses to have its personnel present when the

CLEC equipment is installed, then SBC ARKANSAS's presence will be at its own expense. However, if SBC ARKANSAS demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Agreement, the CLEC is responsible for the quantifiable expense incurred by SBC ARKANSAS.

## 1.2 Federal Telecommunications Act of 1996

SBC ARKANSAS provides virtual collocation for interconnection to SBC ARKANSAS 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 ARKANSAS's unbundled network elements pursuant to 47 U.S.C. §251(c)(3).

The use of virtual collocation for (1) interconnection to SBC ARKANSAS or (2) access to SBC ARKANSAS's unbundled network elements, in either case pursuant to 47 U.S.C. §251(c), is available at SBC ARKANSAS wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4, and in SBC ARKANSAS CEVs, Huts and Cabinets.

### Additional Terms and Conditions

In addition, the following terms and conditions contained in the Physical Collocation Appendix shall apply to virtual collocation provided hereunder: Sections 2-Definitions,

Section 3-Limitation of Liability and Force Majeure Events, Paragraph 4.5-Casualty Loss, Paragraph 5.1- Certification, Paragraph 5.5-Hazardous Waste & Materials, Paragraph 5.6-Safety, Paragraph 6.5-Cancellation Prior to Due Date, Section 6.6-Billing, Paragraph 6.7-Late Payment Charge, Paragraph 6.8-Allowance for Interruptions, Paragraph 9.4-Threat to Personnel, Network, or Facilities, Paragraph 9.5-Interference or Impairment, Paragraph 9.7-Alterations, Paragraph 11.0-Re-entry.

## **2.0 PROVISIONING**

Virtual collocation for Interconnection to SBC ARKANSAS or access to SBC ARKANSAS-provided UNEs is ordered as set forth in SBC ARKANSAS's Interconnector's Collocation Services Handbook for Virtual Collocation in Arkansas.. SBC ARKANSAS 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 Collocators.

Virtual Collocation is available for the direct connection of one Collocator-provided facility to a different interconnected provided facility within the same SBC ARKANSAS wire center, CEV, Hut or Cabinet provided the Collocator is interconnected with SBC ARKANSAS's network.

SBC ARKANSAS 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.

## **3.0 COLLOCATOR RESPONSIBILITIES**

The customer will provide, under this Agreement, at its expense, all facilities and equipment required to facilitate interconnection and access to SBC ARKANSAS UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements),
- All unique tools and test equipment,
- Any ancillary equipment and cabling used for remote monitoring and control,
- Any technical publications and updates associated with all Collocator-owned and provided equipment,
- All training as described in Section 13.1(P),

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 ARKANSAS property. Suitable replacements are to be immediately provided to SBC

ARKANSAS to restore equipment.

The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to the SBC ARKANSAS central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

#### **4.0 COOPERATIVE RESPONSIBILITIES**

SBC ARKANSAS will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator's fiber into the central office vault,
- Location and completion of all splicing,
- Completion of installation of equipment and facilities,
- Removal of above facilities and equipment,
- To the extent known, the Collocator can provide forecasted information to SBC ARKANSAS on anticipated additional Virtual Collocation requirements,
- To the extent known, the Collocator is encouraged to provide SBC ARKANSAS with a listing of the equipment types that they plan to virtually collocate in SBC ARKANSAS central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SBC ARKANSAS personnel are properly trained on Collocator equipment.

#### **5.0 INTERVALS AND PROVISIONING**

##### **5.1 Quote Intervals**

Upon receipt of the Collocator's application and initial application fee payment, SBC ARKANSAS will begin development of the quotation. SBC ARKANSAS 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) days of submission of the completed application.

In responding to an application request, SBC ARKANSAS 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) business days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) business days. After forty-five (45) business days, a new application and application fee are required.

Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of virtual collocation interconnection:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1 – 5	10 Business Days
6 – 20	25 Business Days

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.

A Collocator may obtain a shorter interval for the return of price quotes for virtual collocation arrangements when submitting 6 or more applications if the Collocator files complete applications, including identification of specific rate elements and the applicable rates contained in this Agreement, the exact quantity of the rate elements, and an up-front payment of the non-recurring application fee from, paragraph 13.1 of this Agreement and schedules a meeting with SBC ARKANSAS at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. The shortened intervals are:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1 – 5	10 Business Days
6 – 20	20 Business Days

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.

Once SBC ARKANSAS has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has 45 days to remit a signed confirmation form along with a check for 50% of all the applicable nonrecurring charges.

If the interconnector fails to respond within the 45-day interval, should the interconnector decide at a later time to proceed with virtual collocation, a new application and Application/Project Management fee will be required.

## 5.2 Implementation Intervals

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 ARKANSAS will allow the Collocator's vendor to begin equipment installation no later than 90 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.

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 50 amps, either in a single or in multiple feeds of 50 amps (maximum 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 50 amps from a single source (e.g., 100 amps) per feed, the construction interval is 90 days. This same construction intervals apply for virtual collocation in Eligible Structures such as CEVs (Vaults), Huts and Cabinets.

When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Type	Description	Interval	Exception
Virtual	Active collocation space	70 days	With SBC ARKANSAS installation of bays/racks
Virtual	Active collocation space	55 days	With CLEC installation of bays/racks

Table 2-1

Virtual collocation space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SBC ARKANSAS will complete construction of Active Collocation Space requests for virtual collocation in 55 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 ARKANSAS will complete construction of Active Collocation Space requests for virtual collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SBC ARKANSAS will be installing all or some of the bays. SBC ARKANSAS considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

If a completion date outside the time period required herein is not agreed to by the parties,

the issue may be presented by either party to the Public Utility Commission of Arkansas for determination.

### 5.3 Installation of Virtual Collocation Equipment

SBC ARKANSAS 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.

SBC ARKANSAS 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.

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.

The Collocator and SBC ARKANSAS 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 ARKANSAS will cooperatively test the collocated equipment and facilities with the Collocator.

### 5.4 Revisions

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

#### Major revisions:

Major revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package

If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

#### Minor revisions:

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

However, minor revisions will not require that a new interval be established. No additional application fees shall be applicable if the revision is minor.

This list is not all-inclusive. Any revisions to the Collocators application not specified above must be reviewed by SBC ARKANSAS to determine whether the revision is major or minor.

### 5.5 Augments

In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SBC ARKANSAS Collocation Service Center (CSC) indicating in Section 3 of the application that this is an “Augmentation to an Existing Arrangement”. Augments such as power requests that exceed current capacity ratings, additional Collocator equipment or bays, SBC ARKANSAS bays and/or SBC ARKANSAS cable racks. The price quote will contain the charges and the construction interval for that application.

SBC ARKANSAS will work cooperatively with Collocators to negotiate mutually agreeable implementation intervals for augments.

## 6.0 EQUIPMENT PROVISIONING

The Collocator will arrange to deliver to the SBC ARKANSAS 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.

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.

SBC ARKANSAS does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator’s circuits.

## 7.0 REPAIR OF EQUIPMENT

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, SBC ARKANSAS may perform necessary repairs without prior notification. The labor rates specified in Section 13.3(Q) that apply to SBC ARKANSAS central offices and Section 13.4(F) that apply to SBC ARKANSAS CEVs, Huts and Cabinets are applicable for all repairs performed by SBC ARKANSAS on the Collocator’s facilities and



equipment.

When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC ARKANSAS with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC ARKANSAS will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

## **8.0 MAINTENANCE OF EQUIPMENT**

The Collocator will request any and all maintenance by SBC ARKANSAS on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC ARKANSAS with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC ARKANSAS will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

## **9.0 ALARM COLLECTION**

The Collocator has the ability to purchase its own remote monitoring and alarming equipment. If the Collocator prefers SBC ARKANSAS to perform this function, it may elect to provision this arrangement under Section 25.5.1(A) of the FCC 73 Access Service Tariff. If the Collocator purchases this equipment, it must be identical to equipment specified in Section 25.5.1 of the FCC 73 Access Service Tariff.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC ARKANSAS will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

## **10.0 TERMINATION OF VIRTUAL COLLOCATION**

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC ARKANSAS to remove the Collocator's equipment and facilities from SBC ARKANSAS 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 ARKANSAS 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 30 business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. SBC ARKANSAS shall be responsible for exercising reasonable caution when removing

virtually collocated equipment. SBC ARKANSAS will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC ARKANSAS or its contractors during the removal process. However, Collocators will indemnify and hold SBC ARKANSAS harmless for any damage done to virtually collocated equipment if SBC ARKANSAS permits the Collocator to hire a SBC ARKANSAS approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC ARKANSAS and stored in a non-SBC ARKANSAS 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, SBC ARKANSAS may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC ARKANSAS 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 ARKANSAS 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.

## **11.0 REVISIONS**

Any revision to SBC ARKANSAS's Interconnector's Collocation Services Handbook for Virtual Collocation in Arkansas, or its Technical Publication TP 76300MP, shall become effective and thereafter applicable under this Agreement forty five (45) business days after such revision is released by SBC ARKANSAS except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objections, SBC ARKANSAS and the Collocator shall attempt to negotiate a resolution, either party may request resolution by the Arkansas Public Service Commission . Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Arkansas Public Service Commission .

## **12.0 DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SBC ARKANSAS technical publications that apply to virtual collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

## **13.0 RATE REGULATIONS**

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC ARKANSAS and for Access to SBC ARKANSAS provided UNEs when the Collocator provides the equipment.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to SBC ARKANSAS and for Access to SBC ARKANSAS provided UNEs. These are non-recurring charges and monthly recurring rates.

Rates and charges specific to Virtual Collocation for interconnection with SBC ARKANSAS for the transmission and routing of telephone exchange service and exchange access, and for access to SBC ARKANSAS provided UNEs in SBC ARKANSAS Central Offices are set forth in 13.3 (Rates and Charges for SBC ARKANSAS Central Offices). Rates and charges specific to Virtual Collocation for access to SBC ARKANSAS provided UNEs in SBC ARKANSAS CEVs, Huts and Cabinets are set forth in 13.4 (Rates and Charges for SBC ARKANSAS CEVs, Huts and Cabinets).

### 13.1 Rate Elements for SBC ARKANSAS Central Offices

Consistent with provisions in Section 1.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with SBC ARKANSAS for the transmission and routing of telephone exchange service and exchange access, and for access to SBC ARKANSAS provided UNEs to be used in conjunction with virtual collocation in SBC ARKANSAS Central Offices. Charges applicable to virtual collocation other than those listed below are listed in Section 25 of the FCC 73 Access Service Tariff (Expanded Interconnection).

#### (A) Planning

##### (1) Application Fee

The application fee recovers SBC ARKANSAS costs incurred to estimate the quotation of charges for the Collocator's request for a virtual collocation arrangement. The application fee also provides for SBC ARKANSAS 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 application 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 charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(1).

##### (2) Project Management Fee

Upon acceptance of the SBC ARKANSAS estimate by the Collocator, this sub-element provides for project management costs incurred by SBC ARKANSAS expressed as a non-recurring charge. These include SBC ARKANSAS engineering which is the detail engineering changes for SBC ARKANSAS

engineers to prepare the Central Office for Virtual Collocation. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(2).

(B) Floor Space

This sub-element provides for the “occupancy” cost per bay framework associated with using the floor space in SBC ARKANSAS central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(B). In those cases where an individual relay rack and its associated floor space are shared by SBC ARKANSAS and the

Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

(C) Relay Rack

This sub-element provides the “occupancy” cost per rack associated with using relay rack space in SBC ARKANSAS’s central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(C). In those cases where an individual relay rack and its associated floor space are shared by SBC ARKANSAS and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

(D) Common Systems Materials

This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above equipment bay. Charges for this sub-element are specified in 13.3(D). In those cases where an individual relay rack and its associated floor space are shared by SBC ARKANSAS and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

(E) Entrance Fiber

This sub-element provides for SBC ARKANSAS pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Collocator/SBC ARKANSAS Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Agreement).

This rate element is composed of the following sub-elements:

(1) Entrance Fiber Cable Placement

This sub-element provides for SBC ARKANSAS-designated personnel to pull the Collocator-provided fiber optic cable into SBC ARKANSAS's wire center cable vault and includes the ongoing maintenance and administrative efforts required to operate the fiber optic cable as designated by the Collocator's request for Virtual Collocation. This sub-element also includes the Cable Vault Splicing, the Splice Case, and the Riser Cable that extends to the fiber termination assembly and the termination on that assembly. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(E)(1).

(2) Entrance Conduit

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 sub-element are specified in 13.3(E)(2).

(F) Power Arrangement Engineering

This sub-element is the SBC ARKANSAS engineering required for the power plant provisioning, the power cabling, and cable rack routing for DC Power up to and including 50 Amps. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, SBC ARKANSAS 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. Additional sub-elements related to 20, 40, and 50 AMP cabling, racking, and on-going maintenance are also included. Charges for this sub-element are specified in 13.3(F).

(G) Power Consumption

(1) D.C. Power Per AMP

The DC power charge consists of use of the DC power system, with AC input and AC backup for up to a 50 AMP (redundant) feeder power circuit expressed as a monthly rate. Charges for this sub-element are specified in 13.3(G)(1).

(2) Ground Cable Arrangement

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment expressed as a combination of a non-recurring charge and a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this sub-element are specified in 13.3(G)(2).

(H) Transport Arrangement Engineering

This sub-element provides for the cost associated when a Collocator is requesting any Interconnection Terminations between the ILEC and the CLEC on an initial or subsequent virtual collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's dedicated space. The rates and charges are as found in 13.3(H).

(I) Voice Grade Interconnection Arrangement

This sub-element provides for the cost associated with providing 100 voice grade pairs between the SBC ARKANSAS Distributing Frame 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 in 13.3(I).

(J) DS-1 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SBC ARKANSAS DCS functionality purchased from the Collocators interconnection 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 in 13.3(J). This includes the DS1-Port connecting to the virtual collocation arrangement.

(K) DS-1 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SBC ARKANSAS's DSX functionality purchased from the Collocators interconnection 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 in 13.3(K).

(L) DS-3 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing one DS-3 circuit between SBC ARKANSAS's DCS functionality purchased from the Collocators interconnection 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 in 13.3(L).

(M) DS-3 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing one DS-3 circuit between SBC ARKANSAS's DSX functionality purchased from the Collocators interconnection 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 in 13.3(M).

(N) Fiber Interconnection Arrangement

This sub-element provides for the cost associated with providing 12 fibers between SBC ARKANSAS'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 in 13.3(N).

(O) Timing Source Arrangement

A single signal from the SBC ARKANSAS timing source to provide synchronization between a Collocator's single network element and SBC ARKANSAS's equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator, are specified in 13.3(P).

(P) Training

SBC ARKANSAS is responsible for determining when training is necessary and how many SBC ARKANSAS 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 ARKANSAS will be limited to request training for four (4) SBC ARKANSAS personnel per location, unless a different number is mutually agreed upon by SBC ARKANSAS and Collocator.

The Collocator may have SBC ARKANSAS arrange for the required training of SBC ARKANSAS personnel. The non-recurring charges applicable for training are listed in Section 13.3(Q) (Rates and Charges).

If SBC ARKANSAS does not coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

- (1) arrange and pay to the supplier all costs for training sessions, including course material, and
- (2) arrange and pay to each individual supplier all costs associated with lodging and other than local transportation, such as airfare, required for SBC ARKANSAS employee training.

SBC ARKANSAS will work cooperatively with the Collocator to schedule SBC ARKANSAS 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 ARKANSAS personnel

time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable SBC ARKANSAS contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in 13.3(Q)(Training) will be assessed to the Collocator.

(Q) Maintenance and Repair Labor Rates

(1) Maintenance of Equipment

This rate element is a labor rate charged by SBC ARKANSAS 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 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day 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 in 13.3(R).

(2) Repair of Equipment

This rate element is a labor rate charged by SBC ARKANSAS to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

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 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day 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 in 13.3(R).

(R) Evaluation Cost

This rate element is a labor rate charged by THE UTILITY to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS). Charges for this element is specified in 13.3(S).

(S) Construction Coordination

This rate element is a labor rate charged by THE UTILITY to the Collocator for coordinating construction installations performed by Collocator's approved vendor. Charges for this element is specified in 13.3(T).

(T) Test and Acceptance



This rate element is a labor rate charged by THE UTILITY to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element is specified in 13.3(U).

## 13.2 Rate Elements for SBC ARKANSAS CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to SBC ARKANSAS provided UNEs in SBC ARKANSAS CEVs, Huts and Cabinets. Charges applicable to virtual collocation in these structures other than those specified below are listed in Section 25 of the FCC 73 Access Service Tariff.

### (A) Entrance Cable Fiber/Copper

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. This sub-element includes the splicing of the fiber or copper facilities and termination on the termination units shown below. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(A).

### (B) Fiber Termination Unit

This sub-element provides the physical hardwired unit (4 to 24 fibers) which provides the Collocator's fiber cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(B).

### (C) Copper Termination Unit

This sub-element provides the physical hardwired unit (100 pair each) which provides the Collocator's copper cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(C).

### (D) Maintenance and Repair Labor Rates

#### (1) Maintenance of Equipment

This rate element is the labor rate charged by SBC ARKANSAS to the Collocator for ongoing maintenance of the Collocator's equipment. This ongoing maintenance is required to insure that the collocated equipment is kept in proper operating condition. It is envisioned that any maintenance requirements will be initiated by the Collocator. Labor rates are based upon

a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(D).

(2) Repair of Equipment

This rate element is the labor rate charged by SBC ARKANSAS to the Collocator for repair of the Collocator’s equipment. All repair will be at the direction of the Collocator.

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 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(D).

(E) Project Management Fee

This fee provides for SBC ARKANSAS 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 in 13.4(E) and is in addition to the Application Fee in 13.3 (A).

**13.3 Rates and Charges**

Central Offices

**A. Planning**

1. Application Fee

	<u>USOCs</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
- Initial		\$00.00	\$989.10
- Subsequent		00.00	614.65

2. Project Management Fee

- Initial		00.00	4,506.70
- Subsequent		00.00	1,000.00

**B. Floor Space**

(Per Bay Framework)		\$17.71	00.00
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**C. Relay Rack**

(Per Rack)		17.72	00.00
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**D. Entrance Fiber**

1. Cable Vault Splice (Per Fiber Spliced)	00.00	14.55
2. Entrance Fiber Cable (Per Cable)	12.73	694.65
3. Splice Case (Per Splice Case/12 fibers)	.80	173.72
4. Riser Tail (Per 12 fibers)	9.07	1,596.15

**E. Power Arrangement**

	25.00	00.00
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**F. Power Consumption**

1. DC Power Per AMP	5.25	00.00
2. DC Transmission Energy Charge (Per AMP)	2.03	00.00
3. Ground Cable Arrangement (Per Foot)	.02	1.00

**G. Voice Grade Interconnection Arrangement**

(Per 100 Pairs)	7.58	1,235.67
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**H. DS1 Interconnection Arrangement to DCS**

(Per 28 DS1s)	131.47	7,692.97
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The rates and charges are approved on an interim basis subject to a true-up. Final approval of the rates and charges may affect other portions of the appendix.

**VIRTUAL COLLOCATION****13.0 RATE REGULATIONS (Continued)**

<b>13.3 Rates and Charges (Continued)</b>	<u>USOCS</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
Central Offices (Continued)			
<b>I. DS1 Interconnection Arrangement to DSX</b> (Per 28 DS1s)		\$10.79	\$1,834.44
<b>J. DS3 Interconnection Arrangement to DCS</b> (Per DS3)		36.56	2,109.13
<b>K. DS3 Interconnection Arrangement to DSX</b> (Per DS3)		10.23	830.92
<b>L. Fiber Interconnection Arrangement</b> (12 Fiber Pairs)		8.73	569.00
<b>M. Collocation to Collocation Connection</b>			
Virtual to Virtual			
1. Fiber Cable (12 Fibers)			
- SBC ARKANSAS Provides Cable, Engineers and Installs		.60	442.00
- Collocator Provides Cable, SBC ARKANSAS Engineers and Installs		00.00	310.00
- Collocator Provides Cable and Installs, SBC ARKANSAS Engineers		00.00	140.00
2. Copper Cable (28 DS1s)			
- SBC ARKANSAS Provides Cable, Engineers and Installs		1.44	626.00
- Collocator Provides Cable, SBC ARKANSAS Engineers and Installs		00.00	310.00
- Collocator Provides Cable and Installs, SBC ARKANSAS Engineers		00.00	140.00

The rates and charges are approved on an interim basis subject to a true-up. Final approval of the rates and charges may affect other portions of the appendix.

**VIRTUAL COLLOCATION**

<b>13.3 Rates and Charges</b> (Continued)	<u>USOCS</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
Central Offices (Continued)			
<b>M. Collocation to Collocation Connection</b> (Continued)			
3. Coax Cable (1 DS3)			
- SBC ARKANSAS Provides Cable, Engineers and Installs		\$1.14	\$562.00
- Collocator Provides Cable, SBC ARKANSAS Engineers and Installs		00.00	310.00
- Collocator Provides Cable and Installs, SBC ARKANSAS Engineers		00.00	140.00
Virtual to Physical			
4. Cable Racking and Hole			
- For Optical, per cable		.25	None
- DS1 or DS3, per cable		.20	None
- Connection for DS1 (28 DS1s)		None	721.30
- Connection for DS3 (1 DS3)		None	184.32
- Connection for Optical (per cable)		None	1,155.59
<b>N. Timing Source Arrangement</b>			
		4.70	215.00
<b>O. Nondesignated Conversion Arrangement</b>			
1. DS3 to DS1		481.13	
- First			1,125.35
- Additional			658.25
2. DS1 to Voice Grade		139.28	
- First			220.50
- Additional			132.75
3. DS1 to DS0		139.28	
- First			220.50
- Additional			132.75

The rates and charges are approved on an interim basis subject to a true-up. Final approval of the rates and charges may affect other portions of the appendix.

**VIRTUAL COLLOCATION**

<b>13.3 Rates and Charges</b> (Continued)	<u>USOCs</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
Central Offices (Continued)			
<b>P. Training</b>			
1. Training Course and Materials (Per Day Per Employee)		\$00.00	\$440.00
2. Lodging (Per Day Per Employee)		00.00	117.80
3. Intercity Transportation (Per Employee)		00.00	679.35
4. Local Transportation (Per Odometer Mile Per Employee)		00.00	.50
5. Per Diem (Per Employee)		00.00	44.00
6. Airport Parking (Per Day, Per Employee)		00.00	7.00
<b>Q. Maintenance and Repair Rates</b>			
1. NOC Trouble Ticket, - Each 1/4 hour		00.00	12.45
2. Regular Hours-Manned Office - Each 1/2 hour		00.00	24.90
- Each Additional 1/2 hour		00.00	24.90
3. After Hours Callout - 4 Hour Minimum		00.00	199.20
- Each Additional 1/2 hour		00.00	24.90
4. Non-Staffed Office Any Time - 4 Hour Minimum		00.00	199.20
- Each Additional 1/2 hour		00.00	24.90

The rates and charges are approved on an interim basis subject to a true-up. Final approval of the rates and charges may affect other portions of the appendix.

### VIRTUAL COLLOCATION

<b>USOCs</b>	<b>Rate Per Month</b>	<b>Nonrecurring Charge</b>
<b>13.4 Rates and Charges</b>		
<b>CEVs, Huts and Cabinets</b>		
<b>A. Entrance Cable Fiber/Copper (per cable)</b>	\$00.00	\$690.00
<b>B. Fiber Splice Termination (per fiber)</b>	00.00	14.55
<b>C. Copper Pair Splice/Termination (Per Copper Pair)</b>	00.00	10.05
<b>D. Fiber Termination Unit (Per each 4 to 24 Fibers)</b>	9.98	1,915.00
<b>E. Copper Termination Unit (Per each 1-100 pair)</b>	2.56	492.00
<b>F. Maintenance and Repair Rates</b>		
1. NOC Trouble Ticket, - Each 1/4 hour	00.00	12.45
2. Four Hour Minimum	00.00	199.20
3. Each Additional 1/2 hour	00.00	24.90
<b>G. Interconnection Cross Connect (Per Cross Connect)</b>		
1. Copper 2-wire - Initial	00.00	239.83
- Additional	00.00	102.19
2. Copper 4-wire - Initial	00.00	240.84
- Additional	00.00	103.21
3. Fiber - Per Fiber - Initial	.80	333.46
- Additional	.80	159.54

**H. Application Fee**

00.00

258.86

**14.0 ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION**

Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

For purposes of virtually collocating equipment, SBC ARKANSAS 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 ARKANSAS and other Collocators. Provided that SBC ARKANSAS is not required to make this determination prior to an executed agreement to virtually collocate in an eligible structure.

After Collocator has been provided with written notification by SBC ARKANSAS 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, Collocators may not enter an eligible structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC ARKANSAS shall immediately make available to Collocators 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 ARKANSAS shall not prevent the Collocator from entering the eligible structure. If SBC ARKANSAS does not immediately make the requested documents available to a Collocator and the Collocator enters the eligible structure, SBC ARKANSAS shall deliver the requested documents to Collocator immediately upon locating same.

SBC ARKANSAS will provide a security escort with the Collocator paying the expense for the escort. In areas defined in SBC ARKANSAS's Agreements as rate groups 3 and 4, SBC ARKANSAS will provide the security escort within one (1) hour of notification by the Collocator. In areas defined in SBC ARKANSAS's Agreements as rate groups 1 and 2, SBC ARKANSAS 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.

Prior to entering an eligible structure that requires drawings, schematics, or other engineering documents, Collocators must provide SBC ARKANSAS with reasonable notice of the entry. Notice will be provided to SBC ARKANSAS's Local Operations Center, which will be available to receive notice 24 hours a day, 7 days a week. Collocators providing notice to SBC ARKANSAS'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.



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 ARKANSAS security standards. Disciplinary procedures shall be established in accordance with Section 26.15.3 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 ARKANSAS or other Collocators in jeopardy.

SBC ARKANSAS 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.

The Commission will permit SBC ARKANSAS to recover the cost of such security devices from the Collocators 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 ARKANSAS equipment suppliers with equivalent access.

Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Agreement and interconnection agreements. In the event the FCC determines that SBC ARKANSAS may not require a security escort, then this virtual collocation option is no longer available to the Collocator.

## **15.0 OBLIGATIONS OF THE COLLOCATOR**

### **15.1 Indemnification of SBC ARKANSAS**

In addition to any provision hereof, Collocator's shall indemnify and hold harmless SBC ARKANSAS 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 ARKANSAS 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 negligence or willful or intentional misconduct of SBC ARKANSAS or its employees. The provisions in this section are reciprocal and applicable also to SBC ARKANSAS.

SBC ARKANSAS 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 ARKANSAS and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC ARKANSAS 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.

## 15.2 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:

- (A) Workers' Compensation insurance with benefits afforded under the laws of the State of Arkansas 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.
- (B) 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 ARKANSAS will be named as an Additional Insured on the Commercial General Liability policy.
- (C) 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.
- (D) 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 ARKANSAS from and waives any and all right of recovery, claim, action or cause of action against SBC ARKANSAS, 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 ARKANSAS, 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 ARKANSAS, and any rights of Collocator against SBC ARKANSAS 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 ARKANSAS 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 Agreement.

SBC ARKANSAS 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 ARKANSAS as well. If a certificate is not received, SBC ARKANSAS will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SBC ARKANSAS, and SBC ARKANSAS may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SBC ARKANSAS will invoice Collocator for the costs incurred to so acquire insurance.

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."

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

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 Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, the coverage requirements described above shall immediately apply.

### 15.3 Conduct While in SBC ARKANSAS Eligible Structures

Collocators and SBC ARKANSAS will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SBC ARKANSAS property for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocators or SBC ARKANSAS 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 ARKANSAS in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SBC ARKANSAS property:

- (a) Theft or destruction of SBC ARKANSAS's or Collocator's property;
- (b) Use/sale or attempted use/sale of alcohol or illegal drugs on SBC ARKANSAS property;
- (c) Threats or violent acts against other persons on SBC ARKANSAS property;
- (d) Knowing violations of any local, state or federal law on SBC ARKANSAS property;
- (e) Permitting unauthorized persons access to SBC ARKANSAS or Collocator's equipment on SBC ARKANSAS property; and
- (f) Carrying a weapon on SBC ARKANSAS property.

In addition, Collocator and SBC ARKANSAS will take appropriate disciplinary steps as determined by each party to address any violations reported by SBC ARKANSAS or the Collocator of SBC ARKANSAS's policies and practices on security, safety, network reliability, and business conduct as defined in SBC ARKANSAS's Interconnector's Collocation Services Handbook for Virtual Collocation in Arkansas, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

## **16.0 COOPERATIVE RESPONSIBILITIES**

### **16.1 Qualification of Collocators**

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

## **17.0 RATE REGULATIONS**

The rate regulations, rate element descriptions and rates and charges included in 26.13 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.

## 17.1 Rate Elements for SBC ARKANSAS Central Offices

### (A) Security Escorts

This security escort charge consists of the charges for SBC ARKANSAS-provided security escorts for Collocator or their 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 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, 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 in 16.3(A) following.

### (B) Safety and Security

This charge represents reasonable costs incurred by SBC ARKANSAS to secure its equipment contained within the used space of the Central Office.

This charge is expressed as a recurring rate on a per square foot basis as specified in 16.3 (B) following and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SBC ARKANSAS 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 and network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SBC ARKANSAS elects to erect an interior security partition in a given Central Office to separate its equipment, the lesser of the costs of the partition or a security camera system for such Central Office shall be applicable. In no event shall a Collocator be required to pay for both an interior security partition to separate SBC ARKANSAS's equipment in a Central Office and a security camera system for such Central Office.

## 17.2 Rate Elements for SBC ARKANSAS CEVs, Huts and Cabinets

### (A) Security Escorts

The security escort charge consists of the charges for SBC ARKANSAS-provided security

escorts for Collocator or their Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. 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 which are cancelled will be subject to the minimum four (4) hour call out charge. Rates and charges are as found in 16.4(A).

17.3 Rates and Charges Central Offices

	<u>USOCs</u>	<u>Rate per Month</u>	<u>Nonrecurring Charge</u>
<b>A. Security Escorts,</b> per visit			
1. Staffed Building			
- Access during normal business hours			
- Each 1/2 hour		\$00.00	\$24.90
- Each additional 1/2 hour		00.00	24.90
- Access outside normal business hours			
- 4 hour minimum		00.00	199.20
- Each additional 1/2 hour		00.00	24.90
2. Unstaffed Building, Anytime			
- 4 hour minimum		00.00	199.20
- Each additional 1/2 hour		00.00	24.90
<b>B. Safety and Security</b> (Per square foot)		00.00	00.00

17.4 Rates and Charges

CEVs, Huts and Cabinets

**A. Security Escorts**  
per visit

- 4 hour minimum		00.00	199.20
- Each additional 1/2 hour		00.00	24.90

## APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

### MASTER AGREEMENT FOR ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

This Appendix is made by and between Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas (“SBC ARKANSAS”) and ALLTEL Communications, Inc. (“CLEC”). As provided in this Appendix, SBC ARKANSAS will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SBC ARKANSAS and located in this state.

#### **ARTICLE 1: PARTIES**

- 1.01 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas (“SBC ARKANSAS”) is a Texas Limited Partnership. SBC ARKANSAS’s principal office is located at 530 McCullough, San Antonio, Texas 78215.
- 1.02 ALLTEL Communications, Inc. (“CLEC”) is a corporation chartered in the State of Delaware. CLEC maintains an office at One Allied Drive, Wholesale Services, Little Rock, Arkansas 72202. CLEC is more fully described in EXHIBIT II (“Identification of CLEC”).

#### **ARTICLE 2: PURPOSE OF APPENDIX**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way. SBC ARKANSAS shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term “nondiscriminatory access” is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

- 2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other



arrangements between CLEC and SBC ARKANSAS relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

### **ARTICLE 3: DEFINITIONS**

- 3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.
- 3.02 Anchor. The term “anchor” refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term “anchor” does not include the guy stand which connects the anchor to the pole.
- 3.03 Appendix. When capitalized, the term “Appendix” refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term “Appendix” includes all appendices, attachments, and addenda to this Appendix.
- 3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term “assigned” refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.
- 3.05 Authorized Contractor. “Authorized Contractors” are contractors selected by CLEC who may, subject to CLEC’s direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SBC ARKANSAS or persons acting on SBC ARKANSAS’s behalf. As used in this Appendix, the term “Authorized Contractor” does not refer to contractors performing routine installation, maintenance, or repair work on CLEC’s behalf or other contractors who may be selected by CLEC to perform work on CLEC’s behalf without SBC ARKANSAS’s approval. More specifically, the term “Authorized Contractor” refers only to those contractors included on a list of contractors mutually approved by CLEC and SBC ARKANSAS to perform one or more of the following tasks within a specified SBC ARKANSAS construction district: (a) installation of those sections of CLEC’s ducts or facilities which connect to SBC ARKANSAS’s conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal

of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an Authorized Contractor is only an Authorized Contractor with respect to those tasks for which such person or entity has been approved by both parties and is an Authorized Contractor only in those SBC ARKANSAS construction districts agreed to by both parties. Designation of an Authorized Contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an Authorized Contractor for other purposes, nor shall approval of an Authorized Contractor by one SBC ARKANSAS construction district constitute approval of such Authorized Contractor for the area served by a different SBC ARKANSAS construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an Authorized Contractor shall, for the purposes of that job, be deemed to have been approved by all SBC ARKANSAS construction districts in which the work is to be performed. (The parties have previously entered into three stipulations (Stipulations CLEC 59, 60, and 66) expressly permitting CLEC to perform activities which may be performed by an Authorized Contractor and providing for the parties to make lists of contractors mutually determined by the parties to be qualified to perform such activities. These stipulations have been made a part of the Arbitration Award in Texas PUC Docket No. 16226. In accordance with the parties' stipulations, CLEC shall be considered to be an Authorized Contractor for all tasks specified in this section as tasks which may be performed by an Authorized Contractor.

- 3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SBC ARKANSAS, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SBC ARKANSAS shall be deemed available for assignment.
- 3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmission media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to SBC ARKANSAS's poles or placed in SBC ARKANSAS's ducts, conduits, or rights-of-way.
- 3.08 Conduit. The term "conduit" refers to all SBC ARKANSAS conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SBC ARKANSAS, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. 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 ARKANSAS structures (such as huts and cabinets) which branch off from SBC ARKANSAS's conduit.

- 3.09 Conduit occupancy. The term “conduit occupancy” refers to the presence of wire, cable, optical conductors, or other within any part of SBC ARKANSAS's conduit system.
- 3.10 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” refers only to conduit systems owned, or controlled by SBC ARKANSAS 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 ARKANSAS structures (such as huts and cabinets) which branch off from SBC ARKANSAS's conduit or (c) isolated pipe and ducts not connected to the conduit system.
- 3.11 Construction District. The term “construction district” refers to the SBC ARKANSAS organization responsible for outside plant construction in a specified geographic area. The term “construction district” connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.
- 3.12 Cost/Cost-based. The terms “cost” and “costs” refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term “cost-based” refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.
- 3.13 Duct. The term “duct” refers to all SBC ARKANSAS ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term “duct” refers only to ducts owned or controlled by SBC ARKANSAS and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.
- 3.14 Exhibit. The capitalized term “EXHIBIT” refers to one of the following exhibits to this Appendix.

EXHIBIT I: Pole and Conduit Attachment Rates

EXHIBIT II: Identification of CLEC

EXHIBIT III: Administrative Forms and Notices

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization Work
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by CLEC
- SW-9436C: Notification of Unauthorized Attachments by CLEC
- EXHIBIT IV: Insurance Requirements
- EXHIBIT V: Nondisclosure Agreement
- EXHIBIT VII: Notices to SBC ARKANSAS
- EXHIBIT VIII: Identification of Utility Liaison Supervisor (ULS)
- 3.15 Facilities. The terms “facility” and “facilities” refer to any property, equipment, or items owned or controlled by any person or entity.
- 3.16 FCC. The acronym “FCC” refers to the Federal Communications Commission.
- 3.17 First Interconnection Order. The term “First Interconnection Order” refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.
- 3.18 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 ARKANSAS’s conduit system and does not refer to handholes which provide access to buried cables not housed within SBC ARKANSAS ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by SBC ARKANSAS and does not include cables and other telecommunications equipment located within handhole structures.

- 3.19 Interconnection agreement. The term “interconnection agreement” refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.
- 3.20 Jacket. The term “jacket” refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term “jacket” refers to the outermost sheath or jacket of a cable.
- 3.21 Joint user. The term “joint user” refers to any person or entity which has entered or may enter into an agreement or arrangement with SBC ARKANSAS permitting it to attach its facilities to SBC ARKANSAS’s poles or anchors or place its facilities in SBC ARKANSAS’s conduit system.
- 3.22 License. The term “license” refers to a written instrument confirming that SBC ARKANSAS has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC ARKANSAS in accordance with applicable federal and state laws and regulations. The term “license” includes licenses issued by SBC ARKANSAS pursuant to this Appendix and may, if the context requires, refer to licenses issued by SBC ARKANSAS prior to the date of this Appendix.
- 3.23 Intentionally Left Blank
- 3.24 Local service provider (“LSP”). The terms “local service provider” and “LSP” refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include SBC ARKANSAS.
- 3.25 Maintenance duct. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by SBC ARKANSAS and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SBC ARKANSAS, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by SBC ARKANSAS as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, SBC ARKANSAS will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term

“maintenance duct” does not include ducts and conduits extending from a SBC ARKANSAS manhole to customer premises. Maintenance ducts shall not be considered “available” (as defined in Section 3.06) for assignment to SBC ARKANSAS, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SBC ARKANSAS may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SBC ARKANSAS’s outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

- 3.26 Make-ready work. The term “make-ready work” refers to all work performed or to be performed to prepare SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC’s facilities. Make-ready work does not include the actual installation of CLEC’s facilities. “Make-ready work” includes, but is not limited to, clearing obstructions (e.g., by “rodding” ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC’s facilities (as contrasted from work performed on SBC ARKANSAS’s behalf in furtherance of SBC ARKANSAS’s own business needs, or convenience). “Make-ready work” may require “dig-ups” of existing facilities and may include the repair, enlargement or modification of SBC ARKANSAS’s facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC’s facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.
- 3.27 Manhole. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term “handhole” refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term “manhole” refers only to manhole structures owned or controlled by SBC ARKANSAS and does not include cables and other telecommunications equipment located within manhole structures.
- 3.28 Occupancy. The term “occupancy” refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.

- 3.29 Overlashing. The term “overlashing” refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.
- 3.30 Periodic Inspections. The term “periodic inspections” refers to inspections that are planned and scheduled by SBC ARKANSAS, at least two years apart unless in SBC ARKANSAS’s judgement such inspections are required more often because of an alleged violation of the terms of this Appendix. The purpose of periodic inspections, is to inspect the facilities of CLEC’s attached to SBC ARKANSAS’s structure, (poles, conduits, and right of ways). SBC ARKANSAS may inform the CLEC that SBC ARKANSAS is scheduling an inspection of the CLEC’s facilities. See section 3.42 regarding spot inspections.
- 3.31 Person acting on CLEC’s behalf. The terms “person acting on CLEC’s behalf,” “personnel performing work on CLEC’s behalf,” and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms “person acting on CLEC’s behalf,” “personnel performing work on CLEC’s behalf,” and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An Authorized Contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC’s behalf while performing such work at CLEC’s request.
- 3.32 Person acting on SBC ARKANSAS’s behalf. The terms “person acting on SBC ARKANSAS’s behalf,” “personnel performing work on SBC ARKANSAS’s behalf,” and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms “person acting on SBC ARKANSAS’s behalf,” “personnel performing work on SBC ARKANSAS’s behalf,” and similar terms specifically include, but are not limited to, SBC ARKANSAS, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SBC ARKANSAS and its respective officers, directors, employees, agents, and representatives. An Authorized Contractor selected by SBC ARKANSAS to perform make-ready work shall be deemed to be a person acting on SBC ARKANSAS’s behalf while performing such work at SBC ARKANSAS’s request.
- 3.33 Pole. The term “pole” refers to all SBC ARKANSAS poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term “pole” refers only to utility poles and anchors which are either owned or controlled by SBC ARKANSAS and does not include cables and other telecommunications equipment attached to pole structures.

- 3.34 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term “pole attachment” refers to “any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.” In this Appendix, except as the context otherwise requires, the term “pole attachment” refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SBC ARKANSAS. The term “pole attachment” includes all such facilities attached to or supported by a SBC ARKANSAS pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC’s pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.
- 3.35 Pole Attachment Act. The term “Pole Attachment Act” refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.
- 3.36 Pre-license survey. The term “pre-license survey” refers to work and activities performed or to be performed by SBC ARKANSAS or by persons acting on SBC ARKANSAS’s behalf for the primary purpose of:
- (a) Confirming or determining the existing availability and capacity of a pole, duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC’s application;
  - (b) Confirming or determining the extent, if any, to which modifications to SBC ARKANSAS’s poles, ducts, conduits, or rights-of-way are required to accommodate CLEC’s facilities;
  - (c) Confirming or determining what make-ready work, if any, will be required to prepare SBC ARKANSAS’s poles, ducts, conduits, or rights-of-way to accommodate CLEC’s facilities; and
  - (d) Estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.
- 3.37 Pre-occupancy survey. The term “pre-occupancy survey” refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:



- (a) Whether SBC ARKANSAS's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;
  - (b) The extent, if any, to which modifications of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
  - (c) What make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.
- 3.38 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and SBC ARKANSAS, respectively, to coordinate arrangements for CLEC's access to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SBC ARKANSAS's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.
- 3.39 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to, (a) public rights-of-way which SBC ARKANSAS may occupy as permitted by law (e.g. streets, highways, and other public roads) and (b) easements or servitudes granted by property owners or obtained through the exercise of eminent domain authority enabling SBC ARKANSAS to pass over, place facilities on, and have rights of ingress and egress to the land of such property owners Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SBC ARKANSAS's facilities.
- 3.40 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.
- 3.41 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."
- 3.42 Spot Inspections. The term "spot inspections" refers to spontaneous inspections done by SBC ARKANSAS, which may be initiated, because SBC ARKANSAS has observed a safety hazard caused by a CLEC, attached to an SBC ARKANSAS structure. SBC ARKANSAS may decide to do a full inspection of that location, if it is determined there are safety hazards.

- 3.43 State. When capitalized, the term “State” (as used in terms such as “this State”) refers to the State of Arkansas.
- 3.44 State Commission. The term “State Commission” refers to the Arkansas Public Service Commission.
- 3.45 Strand. The term “strand” refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term “strand” includes, but is not limited to, strands sometimes referred to as “anchor strands,” “anchor/guy strands,” “down guys,” “guy strands,” “pole-to-pole guys,” and “messengers.”
- 3.46 Telecommunications Act of 1996. The term “Telecommunications Act of 1996” refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.
- 3.47 Third party. The terms “third party” and “third parties” refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and SBC ARKANSAS).
- 3.48 Utility Liaison Supervisor (“ULS”). The terms “Utility Liaison Supervisor” and “ULS” refer to the person or persons designated by SBC ARKANSAS to be responsible for handling and processing requests for access to SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way in this State. The term “ULS” connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties’ interconnection agreement, if any, the ULS shall serve as CLEC’s single point of contact for arranging access to SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way and access to SBC ARKANSAS’s records relating to SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.
- 3.49 Vault. The term “vault” includes central office vaults and controlled environment vaults (“CEVs”). Vaults may be connected to, but are not considered part of, SBC ARKANSAS’s conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.
- 3.50 “Vicinity of ...” When used in terms such as “vicinity of SBC ARKANSAS’s conduit system,” “vicinity of SBC ARKANSAS’s poles,” “vicinity of SBC ARKANSAS’s rights-of-way,” or “vicinity of SBC ARKANSAS’s poles, ducts, conduits, or rights-of-way,” the term “vicinity of ...” includes sites on, within, near to, surrounding, or adjoining SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way. These sites include, but are not

limited to, all sites within a distance of 10 feet of any SBC ARKANSAS pole, duct, conduit, or right-of-way.

#### **ARTICLE 4: NATURE AND SCOPE OF AGREEMENT**

- 4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SBC ARKANSAS poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.
- 4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder 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. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not 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. No use, however extended, of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by SBC ARKANSAS, and the placement of CLEC's facilities on or in SBC ARKANSAS's poles, ducts, conduits and rights-of-way shall not create or vest in SBC ARKANSAS any right, title, or interest in such facilities.
- 4.03 No Effect on SBC ARKANSAS's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect SBC ARKANSAS's right to abandon, convey, or transfer to any other person or entity SBC ARKANSAS's interest in any of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.
- (a) SBC ARKANSAS shall give CLEC no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which CLEC has attached or placed facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned pole attachment or conduit occupancy 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.
- (b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SBC ARKANSAS or to any entity which acquires or succeeds to ownership of substantially all of SBC ARKANSAS's assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.

- 4.04 No Effect on SBC ARKANSAS's Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with SBC ARKANSAS's rights to:
- (a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to SBC ARKANSAS's poles, ducts, conduits and rights-of-way, and any of SBC ARKANSAS's facilities attached thereto or located therein) at any time and in any manner which SBC ARKANSAS deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or
  - (b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in SBC ARKANSAS's poles, ducts, conduits, or rights-of-way, provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.
- 4.05 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

## **ARTICLE 5: ACCESS TO RIGHTS-OF-WAY**

- 5.01 Public Rights-of-Way. SBC ARKANSAS and CLEC agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. SBC ARKANSAS and CLEC shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.
- 5.02 Private Rights-of-Way Not Owned or Controlled by SBC ARKANSAS. SBC ARKANSAS and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by SBC

ARKANSAS. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where SBC ARKANSAS's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SBC ARKANSAS's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SBC ARKANSAS has the legal authority to grant such access and use. SBC ARKANSAS also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed upon or required by order of any court or governmental agency having jurisdiction over the subject matter. SBC ARKANSAS agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SBC ARKANSAS places on itself.

(a) Although SBC ARKANSAS shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize SBC ARKANSAS's rights-of-way to the extent that SBC ARKANSAS has legal authority to do so, CLEC acknowledges that SBC ARKANSAS may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:

- (1) CLEC shall first attempt to obtain right-of-way directly from the property owner.
- (2) If SBC ARKANSAS has legal authority to permit access by CLEC to a right-of-way on third-party property, SBC ARKANSAS will not restrict CLEC's use of the right-of-way.
- (3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(b) SBC ARKANSAS and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incidental to the Use of CEVs and Similar Structures. SBC ARKANSAS will provide CLEC nondiscriminatory access, consistent with the

requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided and limited in Sections 5.03 above, to rights-of-way owned or controlled by SBC ARKANSAS containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SBC ARKANSAS will place no restrictions on access to such rights-of-way that are more restrictive than those SBC ARKANSAS places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

## ARTICLE 6: SPECIFICATIONS

- 6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that CLEC's facilities attached to SBC ARKANSAS's poles or occupying space in its 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.
- 6.02 Design to Minimize the Need for Access to SBC ARKANSAS's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SBC ARKANSAS's poles, ducts, and conduits.
- 6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SBC ARKANSAS applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, SBC ARKANSAS agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SBC ARKANSAS's conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.
- 6.04 Published Standards. SBC ARKANSAS and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in SBC ARKANSAS's poles, ducts, conduits, and rights-of-way and further agree that 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:

- (a) 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”;
- (b) The National Electrical Safety Code (“NESC”), published by the Institute of Electrical and Electronic Engineers, Inc. (“IEEE”); and
- (c) The National Electrical Code (“NEC”), published by the National Fire Protection Association (“NFPA”).

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SBC ARKANSAS’s conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.

- (a) No facilities shall be placed in SBC ARKANSAS’s conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SBC ARKANSAS’s conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.
- (b) Facilities placed in SBC ARKANSAS’s conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.
- (c) Facilities placed in SBC ARKANSAS’s conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- (d) No coaxial cable shall be placed in SBC ARKANSAS’s conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.
- (e) Coaxial cable placed in SBC ARKANSAS’s conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal

conditions. Conditions which would increase the current over this level shall be cleared promptly.

- (f) CLEC shall not circumvent the corrosion mitigation measures of SBC ARKANSAS or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SBC ARKANSAS's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

- (a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter SBC ARKANSAS's conduit system at locations consistent with the physical design specifications that SBC ARKANSAS applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).
- (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SBC ARKANSAS's conduit or ducts.
- (c) The integrity of SBC ARKANSAS's conduit system and overall safety of personnel require that "dielectric cable" be used within SBC ARKANSAS's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.
- (d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SBC ARKANSAS will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for SBC ARKANSAS's own business purposes and to accommodate CLEC and other joint users; provided, however, that SBC ARKANSAS shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to SBC ARKANSAS's conduit system:

- (a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is



part of SBC ARKANSAS's conduit system except as provided in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing.

- (b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.
- (c) Where CLEC's duct or facility physically connects with SBC ARKANSAS's manhole, the section of CLEC's facility which connects to SBC ARKANSAS's manhole shall be installed by SBC ARKANSAS or its contractor at CLEC's expense (which shall be SBC ARKANSAS's actual costs SBC ARKANSAS will perform this work in an interval consistent with the intervals SBC ARKANSAS performs work for itself. If SBC ARKANSAS's interval for beginning or completing this work does not meet CLEC's needs, CLEC, as an Authorized Contractor, may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable Authorized Contractors developed by SBC ARKANSAS and CLEC.
- (d) SBC ARKANSAS will have the option to monitor the entrance and exit of CLEC's facilities into SBC ARKANSAS's conduit system and the physical placement of CLEC's facilities in SBC ARKANSAS's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
- (e) If CLEC constructs or utilizes a duct connected to SBC ARKANSAS's conduit system, the duct and all connections between that duct and SBC ARKANSAS's conduit system shall be sealed to prevent the entry of gases or liquids into SBC ARKANSAS's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into SBC ARKANSAS's conduit system.

#### 6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety.

The parties contemplate that CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SBC ARKANSAS, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way, and to protect the public at large.

- (a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on SBC ARKANSAS's poles or in the vicinity of SBC ARKANSAS's poles, or enter SBC ARKANSAS's manholes or work within or in

the vicinity of SBC ARKANSAS's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

- (b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SBC ARKANSAS's conduit system) are sufficiently safe for the work to be performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify SBC ARKANSAS of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.
- (c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.
- (d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
- (e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- (f) CLEC shall promptly suspend activities on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, or conduits, if notified by SBC ARKANSAS that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SBC ARKANSAS's conduit system until both CLEC and SBC ARKANSAS are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that SBC ARKANSAS requires CLEC to suspend work activities and it is later determined that, based on the facts known at the time SBC ARKANSAS required the work suspension, there was no reasonable basis for the work suspension, SBC ARKANSAS agrees to compensate CLEC for the cost resulting from the delay.
- (g) All personnel acting on CLEC's behalf shall, while working on or in SBC ARKANSAS's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SBC ARKANSAS employee or representative, produce such identification.
- (h) CLEC (and any person acting on CLEC's behalf) shall report unsafe conditions on, within, or in the vicinity of SBC ARKANSAS's poles or conduit system to SBC ARKANSAS.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SBC ARKANSAS's Conduit Systems. When SBC ARKANSAS or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SBC ARKANSAS's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

- (a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in SBC ARKANSAS's conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that SBC ARKANSAS rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SBC ARKANSAS shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to SBC ARKANSAS via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SBC ARKANSAS's own personnel.

- (b) Personnel performing work within SBC ARKANSAS's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SBC ARKANSAS's conduit system.
- (c) Personnel performing work within or in the vicinity of SBC ARKANSAS's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- (d) All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by SBC ARKANSAS and applicable to SBC ARKANSAS's own facilities.
- (e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SBC ARKANSAS for its own facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.
- (g) Planks or other types of platforms shall be supported only by cable racks.
- (h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of SBC ARKANSAS's conduit system shall be of a type approved by SBC ARKANSAS and included on SBC ARKANSAS's then-current list of approved types of leak-detection liquids and devices; provided, however, that CLEC may use any type of leak detection liquid or device which meets Bellcore's published standards if SBC ARKANSAS has not provided CLEC SBC ARKANSAS's list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.
- (i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in SBC ARKANSAS's conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- (j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.
- (k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.

- (l) Neither SBC ARKANSAS nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SBC ARKANSAS's conduit system (including any manhole) during work operations performed within or in the vicinity of SBC ARKANSAS's conduit system.
- (m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.
- (n) Cable lubricants used in conduit systems shall be of a type or types approved by SBC ARKANSAS and included on SBC ARKANSAS's then-current list of approved types of cable lubricants; provided, however, that CLEC may use any type of cable lubricant which meets Bellcore's published standards if SBC ARKANSAS has not provided CLEC SBC ARKANSAS's list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

6.11.1 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SBC ARKANSAS's manholes and access to SBC ARKANSAS's conduit system.

- (a) CLEC will notify SBC ARKANSAS not less than 5 business days in advance before entering SBC ARKANSAS's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, CLEC shall, when feasible, provide SBC ARKANSAS with 10 working days advance notice before entering SBC ARKANSAS's conduit system.
- (b) The parties contemplate that CLEC may need to perform operations in SBC ARKANSAS's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify SBC ARKANSAS as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SBC ARKANSAS shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SBC ARKANSAS will establish procedures enabling SBC ARKANSAS to receive notices from CLEC under this subsection 24 hours a day, seven days a week.
- (c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

- (d) A single authorized employee or representative of SBC ARKANSAS may be present any time when CLEC or personnel acting on CLEC's behalf enter or perform work within SBC ARKANSAS's conduit system. CLEC shall reimburse SBC ARKANSAS for costs associated with the presence of SBC ARKANSAS's authorized employee or representative. Each party must obtain any necessary authorization from appropriate authorities to open manholes.
- (e) SBC ARKANSAS and CLEC further agree that CLEC shall pay to SBC ARKANSAS a penalty of \$5,000.00 for each unauthorized entry into the conduit system.

6.12 OSHA Compliance. Each party agrees:

- (a) its facilities attached to SBC ARKANSAS's poles or placed in SBC ARKANSAS's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated there under and
- (b) all persons shall, when working on, within, or in the vicinity of SBC ARKANSAS's poles or conduit system, comply with OSHA and all rules and regulations there under.

6.13 Environmental Contaminants in SBC ARKANSAS's Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter SBC ARKANSAS's conduit system and accumulate in manholes or other conduit facilities.

- (a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. SBC ARKANSAS will assist CLEC, at CLEC's request and expense, in the performance of such inspections and tests.
- (b) SBC ARKANSAS makes no representations to CLEC or personnel performing work on CLEC's behalf that SBC ARKANSAS's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of SBC ARKANSAS's conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.
- (c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or

safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

- (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.

6.14 Compliance with Environmental Laws and Regulations. CLEC and SBC ARKANSAS agree to comply with the following provisions relating to compliance with environmental laws and regulations.

- (a) All persons acting on CLEC's or SBC ARKANSAS's behalf, including but not limited to CLEC's or SBC ARKANSAS's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and SBC ARKANSAS agree that their facilities attached to SBC ARKANSAS's poles or placed in SBC ARKANSAS's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and SBC ARKANSAS shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SBC ARKANSAS's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

## **ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS**

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to SBC

ARKANSAS's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SBC ARKANSAS's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.

- 7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.
- 7.03 Access to Records Relating to SBC ARKANSAS's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way will be made available to CLEC. Access to such records and information shall be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (SBC ARKANSAS Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse SBC ARKANSAS for all reasonable costs incurred by SBC ARKANSAS in granting CLEC's requests for access to records and information under this section.
- (a) CLEC shall, after the effective date of this Appendix, have reasonable access to SBC ARKANSAS's pole and conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and SBC ARKANSAS shall make such maps and records available for inspection by CLEC on five business days notice; provided, however, that CLEC shall, as a courtesy, whenever feasible, provide SBC ARKANSAS with additional advance notice (e.g., 10 business days) of its intent to examine such records.
- (b) The access described in subsection (a) shall include the right to make copies, at CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and



weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

SBC ARKANSAS shall provide CLEC the best information available from SBC ARKANSAS's current pole and conduit maps and records. SBC ARKANSAS represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

- (1) The exact location of the facilities depicted;
- (2) The physical size, characteristics, or condition of the facilities depicted;
- (3) The ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;
- (4) The arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SBC ARKANSAS's conduit system; and
- (5) Other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of CLEC's facilities or that the pole, duct, or conduit depicted is suitable for CLEC's intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. CLEC shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

- (a) After the effective date of this Agreement, SBC ARKANSAS shall permit CLEC to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude CLEC from visually inspecting SBC ARKANSAS's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without SBC ARKANSAS's permission.
- (b) CLEC shall not enter any SBC ARKANSAS manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

## **ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS**

- 8.01 Selection of Space. SBC ARKANSAS will select or approve the CLEC's selection of the space CLEC will occupy on poles or in conduit systems based upon the same criteria SBC ARKANSAS applies to itself. In conduit systems owned or controlled by SBC ARKANSAS, maintenance ducts (as defined in Section 3.25) shall not be considered available for CLEC's use except as specifically provided elsewhere in this Appendix. All ducts associated with the conduit system, which are not assigned or occupied, shall be deemed available for use by SBC ARKANSAS, CLEC, and third parties entitled to access under the Pole Attachment Act.
- 8.02 Pole, Duct, and Conduit Space Assignments. Poles and conduits in the conduit system will be assigned to CLEC as provided in this section. Information received by SBC ARKANSAS in connection with this section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- (a) On receipt of CLEC's application for a pole attachment or conduit occupancy license the associated pole, duct, and conduit space shall be assigned to CLEC for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate SBC ARKANSAS records.
  - (b) CLEC's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment or provisional assignment is logged and recorded in the appropriate SBC ARKANSAS records.
  - (c) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate SBC ARKANSAS record, SBC ARKANSAS shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC ARKANSAS record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from SBC ARKANSAS's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SBC ARKANSAS's make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SBC ARKANSAS or third parties other than persons acting on CLEC's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date CLEC is first able to commence construction activities at the site involved.

Assignments to third parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SBC ARKANSAS records available for inspection under Section 7.03.

- (d) SBC ARKANSAS may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If SBC ARKANSAS assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC ARKANSAS record if SBC ARKANSAS has not occupied such assigned space within such 12-month period; provided, however, that if SBC ARKANSAS's failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on SBC ARKANSAS's behalf, or from acts of God, SBC ARKANSAS's assignment may be extended for a period no longer than three months from the date SBC ARKANSAS is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SBC ARKANSAS records available for inspection under Section 7.03.
- (e) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables CLEC, SBC ARKANSAS, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

## **ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS**

- 9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified SBC ARKANSAS poles or placing facilities within specified SBC ARKANSAS ducts or conduits manholes, or handholes. License applications and information received by SBC ARKANSAS in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).
- 9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, CLEC shall submit to SBC ARKANSAS two signed copies of the appropriate application forms. SBC ARKANSAS represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SBC ARKANSAS plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. SBC ARKANSAS

reserves the right to change the format and content of these forms upon 60 days written notice to CLEC.

- (a) To apply for a pole attachment license, CLEC shall submit to SBC ARKANSAS two signed copies of SBC ARKANSAS's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433. An application for a pole attachment license shall not be complete or subject to processing by SBC ARKANSAS until these forms have been submitted to SBC ARKANSAS; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434, are attached to this Appendix as parts of Exhibit III.
- (b) To apply for a conduit occupancy license, CLEC shall submit to SBC ARKANSAS two signed copies of SBC ARKANSAS's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by SBC ARKANSAS until these forms have been submitted to SBC ARKANSAS; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435, are attached to this Appendix as parts of Exhibit III.
- (c) Each application for a license under this Appendix shall include the following information, at a minimum:
  - (1) The poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as associated maps and manhole detailed butterfly drawings, and wind loading;
  - (2) A description of the facilities to be attached to SBC ARKANSAS's poles and a description of the facilities to be placed within each component of SBC ARKANSAS's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and
  - (3) For poles, the proposed points of attachment.
- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
  - (1) The number and types of cables, including the physical size (diameter) and weight (weight per foot);

- (2) The number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,
  - (3) Sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of permitted apparatus enclosures and other facilities to be attached to SBC ARKANSAS's poles or placed in SBC ARKANSAS's conduit system.
- (e) When it appears to CLEC that facilities modification, capacity expansion, or make-ready work, may be required to accommodate CLEC's access requests, CLEC shall describe the facilities modification, capacity expansion or make-ready work which CLEC proposes. CLEC shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.
- (f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC ARKANSAS, that it may be necessary for SBC ARKANSAS to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to SBC ARKANSAS's poles and that, at the time an application is submitted, CLEC shall identify all poles utilized by SBC ARKANSAS (without regard to ownership) along the proposed route. If CLEC does not identify all poles, CLEC may contract with SBC ARKANSAS to do so, at CLEC's expense.
- (g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing CLEC's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SBC ARKANSAS's engineering and outside plant construction personnel in scheduling work required to process CLEC's applications and scheduling such capacity expansions, make-ready work, inspections, and facilities modifications, if any, as may be necessary to accommodate CLEC's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by CLEC and other parties seeking access to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SBC ARKANSAS's personnel and personnel acting on behalf of CLEC and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

- (a) Before submitting a formal written application for access to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way, CLEC shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which CLEC does not plan to use or for the purpose of precluding SBC ARKANSAS or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
  - (b) CLEC shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with CLEC's needs. If CLEC contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SBC ARKANSAS construction district, CLEC shall give SBC ARKANSAS 30 days notice with a priority list as noted in 9.04.
  - (c) No more than 300 poles (and their associated anchors and anchor/guy strands) shall be the subject of any single pole attachment license application.
  - (d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.
- 9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single SBC ARKANSAS construction district, CLEC shall, at SBC ARKANSAS's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.
- 9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SBC ARKANSAS after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. SBC ARKANSAS will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.
- (a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SBC ARKANSAS or its authorized representative. Primary purposes of the field inspection will be to enable SBC ARKANSAS to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC ARKANSAS's poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the

costs associated with such facilities modification, capacity expansion, or make-ready work.

- (b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SBC ARKANSAS.
- (c) Before performing any portion of the pre-license survey, SBC ARKANSAS shall obtain CLEC's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted.

## **ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES**

### **(INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK)**

10.01 Response Within 45 Days. Within 45 days of CLEC's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SBC ARKANSAS shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SBC ARKANSAS personnel involved in the processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, SBC ARKANSAS shall promptly advise CLEC and shall, at CLEC's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

- (a) If access is granted, SBC ARKANSAS shall, no later than 45 days after CLEC's submission of the license application, further advise CLEC in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SBC ARKANSAS's pole or conduit facilities (2) provide CLEC an estimate of charges for such facilities modifications, capacity expansions, or make-ready work, (3) disclose to CLEC any hazardous substances known by SBC ARKANSAS to be present at the site.
- (b) If access is denied, SBC ARKANSAS will confirm the denial in writing by the 45th day after the receipt by SBC ARKANSAS of CLEC's completed application. The denial of access shall be specific, shall include discussion of all relevant evidence and information known at that time supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

- (c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, CLEC shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SBC ARKANSAS of processing and responding to the application.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SBC ARKANSAS may grant access subject to CLEC's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate CLEC's request, in which event CLEC shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SBC ARKANSAS does not offer to expand capacity and denies CLEC's request for access, SBC ARKANSAS shall promptly notify CLEC of such determination. SBC ARKANSAS shall not deny CLEC's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) SBC ARKANSAS agrees to modify its outside plant facilities to the extent that CLEC agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as SBC ARKANSAS finds that such modifications are consistent with capacity, safety, reliability, and engineering considerations which SBC ARKANSAS would apply to SBC ARKANSAS if the work were performed for its own benefit. SBC ARKANSAS shall recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. SBC ARKANSAS will require payment of the full amount in advance subject to the true-up of the estimated costs with the actual costs.
- (b) Where SBC ARKANSAS finds that the requirements of 10.02(a) are satisfied, SBC ARKANSAS agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval SBC ARKANSAS provides to itself. If SBC ARKANSAS's interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC, as an Authorized Contractor, may perform the inner-duct installation itself or utilize authorized subcontractor(s) selected by CLEC from a list of mutually agreeable list of Authorized Contractors developed by SBC ARKANSAS and CLEC. When inner duct is installed by CLEC or an Authorized Contractor in SBC ARKANSAS's conduit system, SBC ARKANSAS CLEC shall bear all other installation expenses. Inner duct installed by CLEC or an Authorized Contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by SBC ARKANSAS or SBC ARKANSAS's contractors. CLEC will indemnify SBC ARKANSAS for damages, resulting from CLEC's self-provisioning of the inner-duct.
- (c) SBC ARKANSAS agrees to, remove cables at its expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such



removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is “frozen” in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that SBC ARKANSAS excavate the obstruction. The excavation would be at CLEC’s expense.

- (d) Reimbursement will be in accordance with Section 10.08 - Reimbursement for the Creation or Use of Additional Capacity.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by SBC ARKANSAS or by Authorized Contractors or other persons acting on SBC ARKANSAS’s behalf and shall be performed by SBC ARKANSAS in accordance with the same time intervals which would be applicable if SBC ARKANSAS were performing the work for itself.

- (a) CLEC and SBC ARKANSAS will mutually establish and maintain a list of Authorized Contractors who may be selected by CLEC to perform make-ready work when SBC ARKANSAS’s interval for beginning or completing such make ready work does not meet CLEC’s needs.
- (b) If SBC ARKANSAS’s interval for beginning or completing make-ready work does not meet CLEC’s needs, CLEC may, as an Authorized Contractor, perform the make-ready work itself or arrange for the work to be performed by an Authorized Contractor selected by CLEC from the applicable list of Authorized Contractors. Subject to the availability of personnel, CLEC may also request that SBC ARKANSAS perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.
- (c) From time to time, additional contractors, or other vendors may be approved by SBC ARKANSAS to perform make-ready work in the event that the workload exceeds the capacity of the Authorized Contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Nothing contained in this section authorizes CLEC, any Authorized Contractor selected by CLEC, or any other person acting on CLEC’s behalf to consolidate SBC ARKANSAS’s cables, remove slack, or perform any splicing (wire work) on SBC ARKANSAS’s cables.

10.05 Make-ready Work. If SBC ARKANSAS determines that make-ready work will be necessary to accommodate CLEC’s facilities, SBC ARKANSAS shall promptly notify CLEC of the make-ready work proposed to enable the accommodation of CLEC’s facilities.

- (a) The notice shall be given in writing no later than 45 days after the receipt by SBC ARKANSAS of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include SBC ARKANSAS's estimate of make-ready charges, which estimate shall be stated on SBC ARKANSAS Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.
- (c) CLEC shall have 20 days (the "acceptance period") after receiving SBC ARKANSAS's estimate of make-ready charges to authorize completion of the make-ready work proposed by SBC ARKANSAS or to advise SBC ARKANSAS of its willingness to perform the proposed make-ready work itself. If CLEC advises SBC ARKANSAS that it is willing to perform the make-ready work proposed by SBC ARKANSAS in accordance with a design approved by SBC ARKANSAS, and SBC ARKANSAS's specifications, SBC ARKANSAS will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to SBC ARKANSAS within the 20-day acceptance period.
- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to SBC ARKANSAS within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
- (e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify SBC ARKANSAS in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SBC ARKANSAS's make-ready requirements as a denial of access.
  - (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SBC ARKANSAS shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to SBC ARKANSAS's inquiry, CLEC does not immediately sign and return the estimate to SBC ARKANSAS.
  - (2) If CLEC timely notifies SBC ARKANSAS that it is electing to treat SBC ARKANSAS's make-ready requirements as a denial of access, SBC ARKANSAS shall, within 20 days after receiving the notice, provide

CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include a discussion of all relevant evidence and information known at the time supporting SBC ARKANSAS's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SBC ARKANSAS's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SBC ARKANSAS's make-ready proposals and specifically address SBC ARKANSAS's rationale for rejecting CLEC's alternative written proposals, if any.

- 10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis.
- 10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to SBC ARKANSAS's poles or occupying space in SBC ARKANSAS's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of CLEC's facilities to or in SBC ARKANSAS's poles, ducts, and conduits.
- 10.08 Reimbursement for the Creation or Use of Additional Capacity. CLEC acknowledges that if any additional capacity is created as a result of make-ready work performed to accommodate CLEC's facilities. CLEC shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to SBC ARKANSAS for the use of such additional capacity. If SBC ARKANSAS utilizes additional space or capacity created at CLEC's expense, SBC ARKANSAS will reimburse CLEC on a pro-rata basis for SBC ARKANSAS's share, if any, of CLEC's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders.
- 10.09 License and Attachment. After all required make-ready work is completed, SBC ARKANSAS will issue a license confirming that CLEC may attach specified facilities to SBC ARKANSAS's poles or place specified facilities in SBC ARKANSAS's conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others.

## **ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES**

- 11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its facilities to SBC ARKANSAS's poles and the actual placement of its facilities in SBC ARKANSAS'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. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way.
- 11.02 Construction Schedule. After the issuance of a license, CLEC shall provide SBC ARKANSAS with an updated construction schedule and shall thereafter keep SBC ARKANSAS informed of anticipated changes in the construction schedule. Construction schedules received by SBC ARKANSAS shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:
- (a) The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
  - (b) The names of each contractor and subcontractor that will be involved in the construction activities;
  - (c) The estimated dates when construction will begin and end; and
  - (d) The approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to SBC ARKANSAS's poles or the placement of CLEC's facilities in any part of SBC ARKANSAS's conduit system.

## **ARTICLE 12: USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES**

- 12.01 Use of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to have access to CLEC's facilities on or within SBC ARKANSAS's poles, ducts, and conduits as needed for the purpose of serving CLEC's customers.
- 12.02 Routine Maintenance of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to engage in routine maintenance of facilities located on or within SBC ARKANSAS's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of CLEC's facilities in any manner

which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's license.

- 12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on poles for the attachment of drop wires as specified in this section.
- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.
  - (b) If attachment space has already been licensed to CLEC on a given pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.
- 12.04 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 person or entity (including but not limited to SBC ARKANSAS, CLEC, other local service providers, and other joint users) 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 ARKANSAS. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SBC ARKANSAS of such use and must either vacate the maintenance duct within 30 days or, with SBC ARKANSAS'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 a 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 party 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.
- 12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way.
- 12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide SBC ARKANSAS with the name, title, business address, and business telephone number of the manager responsible for routine

maintenance of CLEC's facilities and shall thereafter notify SBC ARKANSAS of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on SBC ARKANSAS's request, identify any Authorized Contractor, or other person performing maintenance activities on CLEC's behalf at a specified site.

### **ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES**

- 13.01 Notification of Planned Modifications. CLEC shall notify SBC ARKANSAS in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any SBC ARKANSAS duct or conduit. The notice shall contain sufficient information to enable SBC ARKANSAS to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SBC ARKANSAS's poles, ducts, or conduits, and having no effect on the ability of SBC ARKANSAS or joint users to use or have access to SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.
- 13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:
- (a) Requires that CLEC occupy additional space on SBC ARKANSAS's poles (except on a temporary basis in the event of an emergency);
  - (b) Requires that CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any SBC ARKANSAS duct or conduit except on a temporary basis in the event of an emergency;
  - (c) Results in the facilities attached being different from those described as authorized attachments in CLEC's present application, current license, notice of intent to occupy, or license application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);
  - (d) Requires additional holding or loading capacity on a permanent basis.
- 13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

- 13.04 Replacement of Facilities and Spinning/Overlapping Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlap additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure pole loadings are not exceeded.
- 13.05 Streamlined Procedures for the Issuance of Amended Licenses. SBC ARKANSAS may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of CLEC's facilities when it appears to SBC ARKANSAS that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SBC ARKANSAS, will not interfere with SBC ARKANSAS's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

#### **ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES**

- 14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.
- 14.02 Rearrangement of CLEC's Facilities at SBC ARKANSAS's Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for SBC ARKANSAS to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, remove or abandon poles, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SBC ARKANSAS's own business needs or by factors outside of SBC ARKANSAS's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.
- (a) CLEC agrees that CLEC will cooperate with SBC ARKANSAS and joint users in making such rearrangements as may be necessary to enable such changes to be

made and that costs incurred by CLEC 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 statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.

- (b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by SBC ARKANSAS of the required rearrangements. SBC ARKANSAS may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
- (1) The circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
  - (2) The timeliness of SBC ARKANSAS's request to CLEC;
  - (3) The nature and number of rearrangements sought;
  - (4) The impact on the ability of the parties and joint users to meet customer service needs; and
  - (5) Risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude CLEC from advising SBC ARKANSAS, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

## **ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS**

- 15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SBC ARKANSAS's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing SBC ARKANSAS's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.



- 15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall establish plans and practices which will enable it to make such emergency repairs.
- (a) 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.
  - (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SBC ARKANSAS, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify SBC ARKANSAS of such use and must either vacate the maintenance duct within 30 days or, with SBC ARKANSAS'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 a 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 party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.
  - (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.
- 15.03 Designation of Emergency Repair Coordinators and Other Information. For each SBC ARKANSAS construction district, CLEC shall provide SBC ARKANSAS with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify SBC ARKANSAS of changes to such information.
- 15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify SBC ARKANSAS at the earliest practicable opportunity after discovering any condition on or in any of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way requiring emergency repairs to SBC ARKANSAS's facilities and SBC ARKANSAS shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.
- 15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SBC ARKANSAS, CLEC, 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 in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, 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 and 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.
- (c) SBC ARKANSAS 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 are unable to reach prompt agreement; provided, however, that these decisions shall be made by SBC ARKANSAS on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When SBC ARKANSAS or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of SBC ARKANSAS's or CLEC's facilities, or SBC ARKANSAS's or CLEC's ability to meet its service obligations, SBC ARKANSAS or CLEC may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, SBC ARKANSAS or CLEC may reattach them as provided in this section but shall not be obligated to do so.

- (a) Before performing any corrective work involving facilities, SBC ARKANSAS or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, SBC ARKANSAS or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with SBC ARKANSAS when emergency pole replacements are required.

- (a) When emergency pole replacements are required, SBC ARKANSAS shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.
- (b) If notified by SBC ARKANSAS that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SBC ARKANSAS replacement pole, the transfer shall be in accordance with SBC ARKANSAS's placement instructions.
- (c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise SBC ARKANSAS and thereby authorize SBC ARKANSAS (or any joint user sharing the pole with SBC ARKANSAS) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

- (a) 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.
- (b) CLEC agrees to reimburse SBC ARKANSAS for the costs incurred by SBC ARKANSAS for work performed by SBC ARKANSAS on CLEC's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SBC ARKANSAS are for work performed in part for CLEC and in part for SBC ARKANSAS and third parties, CLEC shall only reimburse SBC ARKANSAS for CLEC's share of the costs.

## **ARTICLE 16: INSPECTION BY SBC ARKANSAS OF CLEC'S FACILITIES**

16.01 SBC ARKANSAS's Right to Make Periodic or Spot Inspections. SBC ARKANSAS shall have the right, but not the obligation, to make periodic or spot inspections at any time of CLEC's facilities attached to SBC ARKANSAS's poles or placed within SBC ARKANSAS's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC ARKANSAS's poles or

placed in SBC ARKANSAS's conduit system are in compliance with the terms of this Appendix.

- (a) If Attaching Party's facilities are in compliance with this Agreement, there will be no charge incurred by CLEC for the periodic or spot inspection. If CLEC's facilities are not in compliance with this Agreement SBC ARKANSAS may charge CLEC for the inspection. The cost of Periodic Inspections will be paid by the Attaching Parties with 2% or greater of their attachments in violation. The amount paid by CLEC shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- (b) If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Agreement, CLEC shall bring its facilities into compliance within 30 days after being notified of such noncompliance, and shall notify SBC ARKANSAS in writing when the facilities have been brought into compliance. If any make ready or modification work to SBC ARKANSAS's Structure is required to bring CLEC's facilities into compliance, CLEC shall provide notice to SBC ARKANSAS 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.

16.02 Report of Inspection Results. SBC ARKANSAS will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

16.03 Post-Construction Inspections. SBC ARKANSAS, at CLEC's expense, may conduct a post-construction inspection of CLEC's attachment to SBC ARKANSAS's poles, conduits or rights-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. SBC ARKANSAS will provide CLEC advance written notice of proposed date and time of the post-construction inspection. CLEC may accompany SBC ARKANSAS on the post-construction inspection.

## **ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS**

17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in SBC ARKANSAS's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, SBC ARKANSAS may, without notice to any person or entity, remove from SBC ARKANSAS's poles or any part of SBC ARKANSAS's conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if SBC ARKANSAS determines that such facilities are not the subject of any current license authorizing their continued attachment to SBC ARKANSAS's

poles or occupancy of SBC ARKANSAS's conduit system and are not otherwise lawfully present on SBC ARKANSAS's poles or in SBC ARKANSAS's conduit system.

- (a) Before removing any such untagged or unmarked facilities, SBC ARKANSAS shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SBC ARKANSAS's poles or in SBC ARKANSAS's conduit system.
- (b) SBC ARKANSAS shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current license granted to CLEC under this Appendix, or if the facilities are otherwise lawfully present on SBC ARKANSAS's poles or in SBC ARKANSAS's conduit system, SBC ARKANSAS shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise SBC ARKANSAS in writing of its schedule for tagging the facilities, or notify SBC ARKANSAS in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to SBC ARKANSAS the identity of the owner or other party thought by CLEC to be responsible for the facilities.
- (d) If any of CLEC's facilities for which no license is presently in effect are found attached to SBC ARKANSAS's poles or within any part of SBC ARKANSAS's conduit system or rights-of-way, SBC ARKANSAS shall send a written notice to CLEC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to SBC ARKANSAS, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to SBC ARKANSAS for all fees and charges associated with the unauthorized attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from SBC ARKANSAS's poles, conduits 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 CLEC and its predecessors had continuously complied with all applicable SBC ARKANSAS licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment and/or occupancy fee in the amount of five hundred dollars (\$500.00) unauthorized pole attachment and five hundred dollars (\$500.00) per unauthorized conduit foot. CLEC shall also rearrange or remove its unauthorized facilities at SBC ARKANSAS's request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to SBC ARKANSAS or another entity within 30 days of receiving notice

to do so. CLEC shall pay SBC ARKANSAS for all costs incurred by SBC ARKANSAS in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended license with respect to unauthorized facilities within the specified period of time, SBC ARKANSAS shall by written notice advise CLEC to remove its unauthorized facilities within 60 days from the date of notice and CLEC 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 ARKANSAS may, at SBC ARKANSAS's option, remove CLEC's facilities at CLEC's expense.

- 17.03 Updating of Plant Location Records. CLEC shall furnish SBC ARKANSAS, upon request, with such information as may from time to time be necessary for SBC ARKANSAS to correct and update SBC ARKANSAS's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

#### **ARTICLE 18: REMOVAL OF CLEC'S FACILITIES**

- 18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from SBC ARKANSAS's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.
- (a) CLEC shall give SBC ARKANSAS, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SBC ARKANSAS's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.
  - (b) CLEC shall, if requested by SBC ARKANSAS to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.
  - (c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC ARKANSAS's manholes (if SBC ARKANSAS would itself plug the ducts under the same circumstances) in accordance with the standards set by SBC ARKANSAS for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.

- (d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from SBC ARKANSAS's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.
- (e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to SBC ARKANSAS that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.
- 18.02 Removal of Facilities Not in Active Use. At SBC ARKANSAS's request, CLEC shall remove from SBC ARKANSAS's poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on SBC ARKANSAS's poles, in SBC ARKANSAS's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SBC ARKANSAS's poles or any part of SBC ARKANSAS's conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.
- 18.03 Removal Following Termination of License. CLEC shall remove its facilities from SBC ARKANSAS's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SBC ARKANSAS's poles or the placement of such facilities in SBC ARKANSAS's ducts, conduits, or rights-of-way.
- 18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from SBC ARKANSAS's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.
- 18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to SBC ARKANSAS stating the date on which the removal of its facilities from SBC

ARKANSAS's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to SBC ARKANSAS's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

- 18.06 Notice of SBC ARKANSAS's Intent to Remove Facilities. If CLEC fails to remove its facilities from SBC ARKANSAS's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SBC ARKANSAS may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:
- (a) The date when SBC ARKANSAS plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;
  - (b) SBC ARKANSAS's plans with respect to disposition of the facilities removed; and
  - (c) That CLEC's failure to remove the facilities or make alternative arrangements with SBC ARKANSAS for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.
- 18.07 Removal of Facilities by SBC ARKANSAS. If SBC ARKANSAS removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse SBC ARKANSAS for SBC ARKANSAS's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.
- 18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SBC ARKANSAS's poles or placed in SBC ARKANSAS's conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.
- 18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to SBC ARKANSAS when it ceases to use facilities attached to SBC ARKANSAS's poles or placed in any part of SBC ARKANSAS's conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.



**ARTICLE 19: RATES, FEES, CHARGES, AND BILLING**

- 19.01 One-Time Contract Administration Fee. SBC ARKANSAS will charge CLEC an Application fee for each application requesting access to poles, conduits and rights-of-way, as set forth in the Schedule of Prices Attachment.
- 19.02 Intentionally left blank.
- 19.03 Semiannual Attachment and Occupancy Fees. SBC ARKANSAS's semiannual fees for attachments to SBC ARKANSAS's poles and occupancy of SBC ARKANSAS's ducts and conduits are specified in Exhibit I. For all attachments to SBC ARKANSAS's poles and occupancy of SBC ARKANSAS's ducts and conduits, CLEC agrees to pay SBC ARKANSAS's semiannual charges as specified in Exhibit I.
- 19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by SBC ARKANSAS, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC under licenses issued as of the date of billing by SBC ARKANSAS, shall be determined in accordance with the schedule of charges set forth in the Pricing Schedule, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.
- (a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
  - (b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.
  - (c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.
- 19.05 Pre-license Survey Fees. With respect to pre-license surveys conducted by SBC ARKANSAS pursuant to Section 9.05 of this Appendix, SBC ARKANSAS may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Arkansas Public Service Commission following the filing of SBC ARKANSAS of any required study providing cost justification for the imposition of pre-license survey fees.

19.06 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this section. SBC ARKANSAS may recover from CLEC the costs of make-ready work performed by SBC ARKANSAS or persons acting on SBC ARKANSAS's behalf. SBC ARKANSAS will require payment of the full amount in advance, subject to true up.

- (a) Charges for Work Performed by SBC ARKANSAS Employees. Except as otherwise specifically required by applicable commission orders, SBC ARKANSAS's charges to CLEC for work performed by SBC ARKANSAS employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SBC ARKANSAS's charges for work performed by SBC ARKANSAS employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by SBC ARKANSAS to determine hourly rates for SBC ARKANSAS employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SBC ARKANSAS to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

## **ARTICLE 20: PERFORMANCE AND PAYMENT BONDS**

20.01 Bond May Be Required. SBC ARKANSAS may require CLEC, Authorized Contractors, and other persons acting on CLEC'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 their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 22.02 of this Appendix.

- (a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02-10.05 of this Appendix, SBC ARKANSAS may require CLEC, Authorized Contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by SBC ARKANSAS if the work had been performed by contractors, subcontractors, or other persons selected directly by SBC ARKANSAS. No bonds shall be required of CLEC, Authorized Contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on SBC ARKANSAS's behalf.

- (b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of CLEC, an Authorized Contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to SBC ARKANSAS, upon request, 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 canceled, changed or materially altered without first providing SBC ARKANSAS 60 days written notice.
- (d) SBC ARKANSAS may communicate directly with the issuer of any bond issued pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

## **ARTICLE 21: INSURANCE**

21.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this section.

- (a) Unless CLEC has provided proof of self-insurance as permitted in Section 22.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SBC ARKANSAS as an additional insured and shall include provisions requiring the insurer to give SBC ARKANSAS notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SBC ARKANSAS's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
- (b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by SBC ARKANSAS.
- (c) Authorized Contractors and other contractors performing work on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SBC ARKANSAS's behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SBC ARKANSAS for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and Authorized Contractors) meeting the self-insurance requirements set forth in Section 22.02 of this Appendix.

21.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) CLEC shall submit to SBC ARKANSAS adequate proof (as determined by SBC ARKANSAS) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SBC ARKANSAS with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SBC ARKANSAS.
- (b) SBC ARKANSAS will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SBC ARKANSAS will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and SBC ARKANSAS is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

21.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 22.02, must be in effect before SBC ARKANSAS will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from SBC ARKANSAS's poles, ducts, conduits, and rights-of-way.

21.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, SBC ARKANSAS may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to SBC ARKANSAS to obtain) the required coverage from another source. In the alternative, SBC ARKANSAS may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

**ARTICLE 22: TERMINATION OF AGREEMENT OR LICENSES;  
REMEDIES FOR BREACHES**

- 22.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to SBC ARKANSAS, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way in this State.
- 22.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SBC ARKANSAS or any joint user, cause material damage to SBC ARKANSAS's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SBC ARKANSAS or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC ARKANSAS may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the SBC ARKANSAS construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.
- 22.03 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 as provided in this section.
- (a) The notice shall set forth in reasonable detail:
- (1) The conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
  - (2) The action believed necessary to cure the alleged breach; and
  - (3) Any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this

Appendix or relevant law unless such notice is given and (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 (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; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).
- (d) If a telecommunications carrier intends to invoke the Telecommunications Act section 252 negotiation and arbitration procedures, rather than the section 224 complaint procedures, it must affirmatively state such intent in its formal request for access to the incumbent LEC.

### **ARTICLE 23: CONFIDENTIALITY OF INFORMATION**

- 23.01 Information Provided by CLEC to SBC ARKANSAS. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SBC ARKANSAS in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about SBC ARKANSAS facilities. This article does not limit the use by SBC ARKANSAS of aggregate information relating to the occupancy and use of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way by firms other than SBC ARKANSAS (that is, information submitted by CLEC and aggregated by SBC ARKANSAS in a manner that does not directly or indirectly identify CLEC).
- 23.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to SBC ARKANSAS in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis,

strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03 to 28.06.

- 23.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SBC ARKANSAS and persons acting on SBC ARKANSAS's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to SBC ARKANSAS's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC ARKANSAS's poles, ducts, conduits, and rights-of-way and any SBC ARKANSAS facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SBC ARKANSAS's obligations under this Appendix and similar agreements with third parties; (d) performing SBC ARKANSAS's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SBC ARKANSAS's own use, and making planning, engineering, construction, and budgeting decisions relating to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SBC ARKANSAS's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.
- 23.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to SBC ARKANSAS's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.
- 23.05 Defense of Claims. In the event of a dispute between SBC ARKANSAS and any person or entity, including CLEC, concerning SBC ARKANSAS's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC ARKANSAS may utilize Confidential or Proprietary information submitted by CLEC 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 ARKANSAS shall not disclose CLEC's Proprietary or Confidential Information without first, at SBC ARKANSAS's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c)

providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

- 23.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC ARKANSAS 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 ARKANSAS shall not disclose CLEC's proprietary or confidential information without first, at SBC ARKANSAS's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 23.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.



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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a  
SBC ARKANSAS BY SBC OPERATIONS, INC.,  
ITS AUTHORIZED AGENT

By: \_\_\_\_\_  
Signature of SBC ARKANSAS's Authorized Officer/Employee:

\_\_\_\_\_  
Name of SBC ARKANSAS's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Position/Title of SBC ARKANSAS's Authorized Officer/Employee

\_\_\_\_\_  
Date

ALLTEL COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Signature of CLEC's Authorized Officer/Employee

\_\_\_\_\_  
Name of CLEC's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Title of CLEC's Authorized Officer/Employee

\_\_\_\_\_  
Date

## **EXHIBIT I**

### **POLE AND CONDUIT ATTACHMENT RATES**

SBC ARKANSAS may charge reasonable, cost based ancillary fees to recover administrative costs incurred in processing CLEC's request for pole attachments and conduit space pursuant to SEC. 224 of the Telecommunications Act of 1996. The pole and conduit rates will be calculated using the FCC Rate formula on an annual basis as described in *47 C.F.R. 1.14*. These rates will be communicated to CLEC no later than November 1<sup>st</sup> for the succeeding year.

**EXHIBIT II  
IDENTIFICATION OF APPLICANT (ARKANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant’s legal name is: ALLTEL Communications, Inc.

Applicant’s principal place of business is located in the State of Arkansas.

Applicant does business under the following assumed names:

Applicant is:

- a corporation organized under the laws of the State of Delaware charter no. \_\_\_\_\_;
- a partnership organized under the laws of the State of \_\_\_\_\_ or \_\_\_\_\_
- another entity, as follows:

Applicant represents that Applicant is:

- (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));
- (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or
- (3) a person or entity which is neither (1) nor (2) above, as follows:

### **EXHIBIT III ADMINISTRATIVE FORMS AND NOTICES (ARKANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SBC ARKANSAS to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SBC ARKANSAS to CLEC and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

## **EXHIBIT IV INSURANCE REQUIREMENTS (ARKANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term “premises” refers to any site located on, within, or in the vicinity of SBC ARKANSAS’s poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC’s behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC’s Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC’s behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC’s behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers’ Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers’ Compensation Insurance and Employer’s Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers’ Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker’s Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC’s behalf to provide Workers’ Compensation Insurance and Employer’s Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect SBC ARKANSAS from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SBC ARKANSAS. SBC ARKANSAS shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC’s behalf to provide General Liability coverage with the same limits and with SBC ARKANSAS added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on

CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
  - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
  - 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
  - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
  - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
  - 6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.
  - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$2,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Completed Operations Aggregate Limit: \$2,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.  
\$300,000 Fire Legal Liability sub-limits of are required for lease agreements.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

- d) Policy language or endorsements adding SBC ARKANSAS as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SBC ARKANSAS from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SBC ARKANSAS's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SBC ARKANSAS.

- 8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SBC ARKANSAS, must be received by SBC ARKANSAS prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SBC ARKANSAS as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.”

A certificate which does not include the phrase “or materially changed” does not meet SBC ARKANSAS’s requirements. A certificate reciting that the issuing company will “endeavor to” mail 30 days written notice to the certificate holder does not meet SBC ARKANSAS’s requirements. The language “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
1111 W. Capitol, Room 525 Little Rock, Arkansas 72201  
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SBC ARKANSAS to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SBC ARKANSAS of any rights under the Agreement.

10) Rating of Insurers. SBC ARKANSAS requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC’s submission of proof that it has met the self-insurance requirements stated in the Master Agreement.



**EXHIBIT V  
NONDISCLOSURE AGREEMENT (ARKANSAS)**

**Nondisclosure Agreement (SBC ARKANSAS Pole, Duct, Conduit, and Right-of-Way)**

This Nondisclosure Agreement, effective as of the \_\_\_ day of \_\_\_\_\_, 2005, has been entered into by and between Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, (“SBC ARKANSAS”), a Texas Limited Partnership, and the undersigned person or firm (“Recipient”) as a condition of access to certain records and information maintained by SBC ARKANSAS. The parties stipulate and agree as follows:

1) SBC ARKANSAS maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SBC ARKANSAS owns or controls. SBC ARKANSAS represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SBC ARKANSAS intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SBC ARKANSAS’s competitors.

2) SBC ARKANSAS has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SBC ARKANSAS.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SBC ARKANSAS, or, if an individual, that he or she is acting \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SBC ARKANSAS’s records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way.

4) SBC ARKANSAS agrees that permitted uses of records and information concerning SBC ARKANSAS’s poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SBC ARKANSAS are available for use by such cable television systems or telecommunications carriers as permitted by federal law,

(b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SBC ARKANSAS not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SBC ARKANSAS's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SBC ARKANSAS a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SBC ARKANSAS's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SBC ARKANSAS's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SBC ARKANSAS records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SBC ARKANSAS to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SBC ARKANSAS's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SBC ARKANSAS POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC ARKANSAS's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SBC ARKANSAS (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SBC ARKANSAS and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SBC ARKANSAS in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SBC ARKANSAS may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SBC ARKANSAS's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SBC ARKANSAS. In the event of any breach of this Agreement for which legal or equitable relief is sought, SBC ARKANSAS shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SBC ARKANSAS in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Arkansas.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

ALLTEL Communications, Inc.

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

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT VI  
NOTICES TO CLEC  
(ARKANSAS)**

**EXHIBIT VII**  
**NOTICES TO SBC ARKANSAS**  
**(ARKANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SBC ARKANSAS shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SBC ARKANSAS's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of CLEC's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of CLEC's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance

- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of SBC ARKANSAS's intent to remove CLEC's facilities
- 20.01(c) Notification of change of bond
- 24.01 Notification of termination
- 24.03 Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SBC ARKANSAS's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(h) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair.  
(advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair.  
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SBC ARKANSAS concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel

and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SBC ARKANSAS from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.



**EXHIBIT VIII  
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR  
(ARKANSAS)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Arkansas is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone, L.P.

Address: 1111 W. Capitol, Room 941

City/State/Zip: Little Rock, Arkansas 72201

## **APPENDIX LOCAL NUMBER PORTABILITY**

### **1.0 Provision of Local Number Portability**

1.1 SBC ARKANSAS and CLEC shall provide, local number portability (LNP) in accordance with requirements of the Act, the rules and orders of the FCC, and the guidelines of the North American Numbering Council (NANC).

### **2.0 Requirements for LNP**

2.1 SBC ARKANSAS and CLEC shall follow industry guidelines regarding LNP.

2.2 Either party shall be permitted to block default-routed call to protect the public switched telephone network from overload, congestion, or failure propagation.

2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service with the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

2.4 Each Party shall become responsible for the End User's other telecommunications related services and features, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), once that party has ported the End User's telephone number to their switch.

#### **2.5 Limitations of Service**

2.5.1 Telephone numbers can be ported as a basic network offering only within SBC ARKANSAS rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving tariffed FX service from his new service provider or by the use of a Tariffed "Remote Call Forwarding" offering from his new service provider. The term "FX" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" in the Compensation attachment which refers number assignments and moves outside of a mandatory local calling area.

2.5.2 Telephone numbers in the following SBC ARKANSAS NXXs shall not be ported: (i) SBC ARKANSAS Official Communications Services (OCS) NXXs;

and (ii) 555, 976, 950,956, 976, 900 TNs (iii) N11 TNs (such as 411, 911, etc.) (iv) 800, 888, 877, 866 TNs (v) Disconnected or unassigned TNs..

2.5.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 3.5 of this Appendix.

## 2.6 Service Description

2.6.1 The LRN software of the switch in which an NXX is native determines if the called party is in a portable NXX. When a calling party places a Telephone call, if the called party is in a portable NXX, a query will be launched to the LNP database, to determine whether or not the called number has been ported.

2.6.2 When the called number has been ported, an LRN will be returned to the switch that launched the query. Following the query, the LRN of the called number will appear in the Called Party Number (CdPN) field of the SS7 message, and the called number then will appear in the Generic Address Parameter (GAP) field.

2.6.3 When the query does not return a LRN, the call will be completed based upon the dialed digits.

2.6.4 When the LNP database is queried, the Forward Call Identifier (FCI) field's entry will be changed from 0 to 1 by the switch triggering the query, regardless of whether the called number has been ported or not.

2.6.5 Where technically feasible, the Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

## 2.7 Pricing

2.7.1 With the exception of lawful query charges, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, SBC ARKANSAS may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

## 2.8 "N-1" Query Methodology

2.8.1 The parties shall follow the "N-1" query methodology in performing queries of the LNP database, as provided below. As provided by Industry standards, the "N-1" carrier is the carrier in the call routing sequence immediately prior to the terminating carrier's end office, or the terminating carrier's end office tandem. The "N-1" carrier shall perform the LNP database query. If the "N-1" carrier fails to perform the LNP database query, the terminating carrier shall perform a query

of the LNP database, and shall be permitted to charge the N-1 carrier for the query.

- 2.8.2 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier, which will perform a query of the LNP database and efficiently route the call to the appropriate terminating local carrier, either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other carrier is the designated toll carrier, the designated toll carrier is the “N-1” carrier. The originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
  - 2.8.3 For local calls to ported numbers, the originating carrier is the “N-1” carrier. The originating carrier will query the LNP database and route the call to the appropriate terminating carrier.
  - 2.8.4 For local calls to any NXX from which at least one number has been ported, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LNP at the request of a CLEC, SBC ARKANSAS may query all calls directed to that NXX and provided that SBC ARKANSAS’s queries shall not adversely affect the quality of service to CLEC’s customers or end-users as compared to the service SBC ARKANSAS provides its own customers and end-users.
  - 2.8.5 A Party shall be charged for an LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so, pursuant to conditions set forth in CFR 47, Section 52.33. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
  - 2.8.6 Rates, terms and conditions for LNP queries performed by SBC ARKANSAS will be governed by FCC No. 73 Access Services Tariff, Section 34, or a successor tariff.
- 2.9 Ordering
- 2.9.1 Porting of numbers marked as portable in the Local Exchange Routing Guide (LERG) will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

- 2.9.2 When an LSR is sent to one Party by the other Party to initiate porting via LNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 2.9.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects (“projects”), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

### **3.0 Provisioning**

- 3.1 The Parties will remove a ported number from the end office from which the number is being ported, as close to the requested time as possible, not to exceed 59 minutes, except under the conditions listed below in 3.1.1, 3.1.2 and 3.1.3,. The 59-minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party’s LSR, or as otherwise negotiated by the parties on a project basis. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SBC ARKANSAS and CLEC agree that a 30-minute interval is a goal towards which both companies will work, however both CLEC and SBC ARKANSAS recognize that there will be instances where the interval may be up to 59 minutes.
- 3.1.1 Unconditional ten digit trigger. If the unconditional LNP trigger is set, calls originating from the old switch will query the database and route to the new switch without the number being disconnected. The ported number must be removed at the same time that the unconditional LNP trigger is removed.
- 3.1.2 Project orders. Project requests will negotiate time frames for the disconnect of the numbers in the old switch.
- 3.1.3 Coordinated Orders. Orders worked on a coordinated basis will be coordinated until the numbers are disconnected in the old switch.
- 3.2 The Parties agree to provide unconditional Ten Digit Trigger wherever technically feasible.
- 3.3 SBC ARKANSAS and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SBC ARKANSAS and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).

3.4 At the time of porting a number via LNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.

#### 3.5.1 Mass Calling

#### 3.5.2 General

Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC ARKANSAS 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.

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

#### 3.5.3 Service Provided

SBC ARKANSAS 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 ARKANSAS mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC ARKANSAS mass calling tandem and/or SBC ARKANSAS mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC ARKANSAS 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.

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

#### 3.5.4 Obligations of SBC

SBC ARKANSAS will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the SBC ARKANSAS 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.

SBC ARKANSAS will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SBC ARKANSAS shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

### 3.5.5 Obligations of CLEC

CLEC shall agree to adhere to SBC ARKANSAS LSR format and mass calling due date intervals.

The CLEC shall provide the facility and DID trunk group from the SBC ARKANSAS CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.

The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

### 3.5.6 CLEC Mass Calling Codes

CLEC Mass Calling Codes Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a SBC ARKANSAS mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC ARKANSAS tandem and/or SBC ARKANSAS mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide SBC ARKANSAS 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.

MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC ARKANSAS and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

## 3.7 Porting of DID Block Numbers

3.7.1 DID block numbers shall be portable in the same manner as other local telephone number, subject to the modifications and/or limitations provided herein.

3.7.2 SBC ARKANSAS and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.3 SBC ARKANSAS and CLEC shall permit customers which port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

## **ATTACHMENT 15: E911**

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

This Attachment 15: E911 sets forth the terms and conditions under which SBC ARKANSAS will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

#### **1.0 Definitions**

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 1.2 **“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.
- 1.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 1.4 **“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.
- 1.5 **“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.
- 1.6 **E911 Customer** - A municipality or other state or local governmental 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 the minimum, for emergency, police and fire service through the use of one telephone number, 911.
- 1.7 **“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).

- 1.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 1.9 **“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).
- 1.10 **“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.
- 1.11 **Public Safety Answering Point (PSAP)** - 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 respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.12 **“Selective Routing” and “Selective Router (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.
- 1.13 **ALI Database** - A database which stores information associated with end user customers’ telephone numbers.
- 1.14 **“Service Provider”** means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 1.15 **“911 System”** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

## **2.0 SBC ARKANSAS Responsibilities**

2.1 SBC ARKANSAS will provide and maintain equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC ARKANSAS is the 911 Service Provider. SBC ARKANSAS shall provide 911 Service to CLEC as described in this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC ARKANSAS is the 911 Service Provider

### **2.2 Call Routing**

2.2.1 SBC ARKANSAS 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.

2.2.2 SBC ARKANSAS will forward the calling party number (ANI) it receives from CLEC and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC ARKANSAS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, SBC ARKANSAS will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

### **2.3 Facilities and Trunking**

2.3.1 SBC ARKANSAS shall provide and maintain sufficient dedicated E911 trunks from the SBC ARKANSAS SR to the PSAP of the E911 Customer, according to provisions of the ARKANSAS Public Service Commission, and documented specifications of the E911 Customer.

2.3.2 SBC ARKANSAS will provide facilities to interconnect the CLEC, as specified in the State Access Tariff. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.

2.3.3 Upon written request by CLEC, SBC ARKANSAS shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the principles expressed in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

2.3.4 SBC ARKANSAS and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC ARKANSAS SR(s).

## 2.4 Database

- 2.4.1 Where SBC ARKANSAS manages the E911 database, SBC ARKANSAS shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 2.4.2 SBC ARKANSAS shall coordinate access to the SBC ARKANSAS E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
- 2.4.3 SBC ARKANSAS 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.
- 2.4.4 SBC ARKANSAS will process CLEC's End User 911 Records in the E911 DBMS. SBC ARKANSAS will then provide CLEC 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 the CLEC.
- 2.4.5 Where SBC ARKANSAS manages the DBMS, SBC ARKANSAS shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider.
- 2.4.6 Where SBC ARKANSAS manages the DBMS, SBC ARKANSAS shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

## 3.0 CLEC Responsibilities

### 3.1 Call Routing

- 3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC ARKANSAS SR office of the E911 system, where SBC ARKANSAS is the 911 System Service Provider.
- 3.1.2. CLEC will forward the ANI information of the party calling 911 to the SBC ARKANSAS 911 Selective Router.

### 3.2 Facilities and Trunking

- 3.2.1 CLEC shall provide interconnection with each SBC ARKANSAS 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 3.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 3.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each SBC ARKANSAS 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 3.2.4 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC ARKANSAS SR.
- 3.2.5 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC ARKANSAS 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 3.2.6 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC ARKANSAS 911 SR.
- 3.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 3.2.8 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC ARKANSAS.
- 3.2.9 CLEC will cooperate with SBC ARKANSAS to promptly test all 911 trunks and facilities between CLEC's network and the SBC ARKANSAS 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 3.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example,

collocation). SBC ARKANSAS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC ARKANSAS of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC ARKANSAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC ARKANSAS will refer network trouble to CLEC if no defect is found in SBC ARKANSAS's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

### 3.3 Database

- 3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC ARKANSAS for inclusion in SBC ARKANSAS's DBMS on a timely basis. SBC ARKANSAS and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon NENA standards.
- 3.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 3.3.4 CLEC is responsible for providing SBC ARKANSAS updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC ARKANSAS 911 DBMS.
- 3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

### 3.4 Other

- 3.4.1 CLEC 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 CLEC provides local exchange service.

#### **4.0 RESPONSIBILITIES OF BOTH PARTIES**

- 4.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated SBC ARKANSAS 911 Selective Router(s).

#### **5.0 Methods and Practices**

- 5.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

#### **6.0 Contingency**

- 6.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 6.2 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 ARKANSAS and CLEC. These specifications shall be documented in Addendum I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Addendum I and submit it to SBC ARKANSAS not later than forty-five (45) days prior to the date CLEC intends to pass live traffic to serve a particular rate center in which CLEC is authorized to provide local telephone exchange service. SBC ARKANSAS shall complete its portion of Addendum I and return Addendum I to CLEC not later than (15) days after receipt of Exhibit I from CLEC
- 6.3 CLEC must obtain documentation of approval of the completed Addendum I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to SBC ARKANSAS prior to use of CLEC's E911 connection for actual emergency calls.
- 6.4 Each Party has designated a representative who has the authority to complete additional Addendum(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of trunks. CLEC must obtain approval of each additional Addendum I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Addendum I in accordance with Section 7.2.
- 6.5 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate

expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SBC ARKANSAS representative:

911 Account Manager  
4 Bell Plaza, 21<sup>st</sup> Flr  
311 S. Akard St.  
Dallas, TX 75202-5398

CLEC representative:

Paula Hopkins/Account Manager-Wholesale Services  
Alltel Communications, Inc.  
One Allied Drive  
Little Rock, AR 72202  
501 905-6701

- 6.6 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

## **7.0 Basis of Compensation**

- 7.1 Compensation to SBC ARKANSAS for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 7.2 Charges will begin on the date connection to E911 service commences.

## **8.0 Monthly Billing**

- 8.1 SBC ARKANSAS will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 57.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

## **9.0 Liability**

- 9.1 SBC ARKANSAS liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix.

SBC ARKANSAS shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 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 ARKANSAS has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC ARKANSAS, CLEC shall not be liable to SBC ARKANSAS, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC ARKANSAS until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless SBC ARKANSAS from any and all Loss arising out of SBC ARKANSAS provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC ARKANSAS.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC ARKANSAS 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 ARKANSAS.



**Addendum I to Attachment 15: E911**

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		Trunk ACTL CLLI	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description: Rate Center(s):		"Connect Signal" Digits 1 - 1	# 9-1-1 Trunks Requested
Switch Site Contact			"Default" PSAP / ESN	SS7 Point Code
SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE: CLLI Code:		RATE CENTER(S) FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <small>(see legend below)</small>
E9-1-1 Features Required:	ANI/ALI/SR	Rate Center(s):		
# of 9-1-1 Trunks for LSP:				
MSAG Update Interval:	Monthly			
ALI Database Provider:				
ACCOUNT MANAGER:				
LOG NUMBER				
FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.				
(2)				
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.				
"TYPE of AGENCY" LEGEND: HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission (blank) = (blank space for use as needed to define another agency type)				Prepared by:  voice fax email
STATUS of EXHIBIT:			Date Prepared	

**ADDENDUM II  
BASIS OF COMPENSATION**

A. The following trunk charges will be paid to SBC ARKANSAS for each E911 control office to which CLEC connects.

<u>Trunk Charge</u>	<u>Monthly Recurring</u>	<u>Nonrecurring – Initial</u>
Channel (Each)	\$22.86 per trunk	\$312.00 per trunk

## **ATTACHMENT 18: DIRECTORY LISTING INFORMATION**

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions for which the applicable SBC Communications Inc. (SBC) agrees to license its Directory Assistance Listing Information to CLEC:

### **1.0 Introduction**

- 1.1 SBC ARKANSAS owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).
- 1.2 CLEC, or its agent, wishes to provide DA service to CLEC's End Users, and therefore, wishes to load its database with directory assistance listings contained in SBC ARKANSAS DA database.
- 1.3 In as much as SBC ARKANSAS provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC ARKANSAS database also contains directory assistance listing information for other ILEC and CLEC End Users.

### **2.0 Service Provided**

- 2.1 SBC ARKANSAS agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
  - 2.1.1 SBC ARKANSAS shall provide directory assistance listing information in a mutually acceptable format.
  - 2.1.2 SBC ARKANSAS shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC ARKANSAS will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for

verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

- 2.3 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

### **3.0 Use Of Subscriber Listing Information**

- 3.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
- 3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

### **4.0 Assignment**

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

### **5.0 Subcontracting of Directory Assistance Subscriber Listings**

- 5.1 If CLEC elects to use a subcontractor for the DA services, such party may transfer the directory service subscriber listing information to its DA subcontractor. 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.

### **6.0 Term of Appendix**

- 6.1 SBC ARKANSAS will commence providing subscriber listing information to CLEC as described in this Attachment sixty (60) days following the receipt of a written request from the CLEC and thereafter continue in force until terminated upon receipt of one hundred twenty (120) days prior written notice from the other as long as this Agreement remains in effect.

## **7.0 Liability**

- 7.1 SBC ARKANSAS makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an “as-is” basis with all faults, errors and omissions, if any. SBC ARKANSAS 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.
- 7.2 CLEC hereby releases SBC ARKANSAS 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.
- 7.3 Indemnification of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## **8.0 Pricing**

- 8.1 The prices at which SBC ARKANSAS agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing.

## **ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)**

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC ARKANSAS's and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

### **1.0 Introduction**

- 1.1 SBC ARKANSAS publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC ARKANSAS White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SBC ARKANSAS will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

### **2.0 Service Provided**

- 2.1 Subject to SBC ARKANSAS practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC ARKANSAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and SBC ARKANSAS' practices are subject to change from time to time. When CLEC provides its subscriber listing information to SBC ARKANSAS' listings database, CLEC will receive for its End User, one primary listing in SBC ARKANSAS' White Pages directory and a listing in SBC ARKANSAS' directory assistance database.
  - 2.1.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC ARKANSAS will assess CLEC a monthly charge for such listings at SBC ARKANSAS tariff rates until the listing is deleted by CLEC. An additional monthly charge at SBC ARKANSAS' tariff rate applies when CLEC wishes to list an End User in' Directory Assistance database but does not wish to have its End User listed in SBC ARKANSAS' White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC ARKANSAS' White Pages directory for a monthly charge at SBC ARKANSAS' tariff rate for those non-published, non-listed services.

- 2.2 CLEC will furnish to SBC ARKANSAS subscriber listing information pertaining to all CLEC end users located within the local directory scope, along with such additional information as SBC ARKANSAS may require to prepare and print the alphabetical listings of said directory.
- 2.3 CLEC will provide accurate subscriber listing information of its subscribers to SBC ARKANSAS via a mechanical or manual feed of the directory listing information to SBC ARKANSAS' Directory Listing database. SBC ARKANSAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings are to be interfiled (interspersed) in the directory among 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 Directory Assistance database or the directory listing of a CLEC End Users. CLEC must submit all listing information intended for publication by the directory close date.
- 2.4 SBC ARKANSAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC ARKANSAS will provide daily electronic directory listing verification via SBC ARKANSAS' White Page listing systems. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC ARKANSAS will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request the report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC ARKANSAS will accept standing requests for the report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC ARKANSAS via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC

ARKANSAS Business Office Close date for that directory, provided that SBC ARKANSAS made the electronic verification list available to CLEC in a timely manner as specified above.

- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC ARKANSAS will provide directory schedule updates, including the directory schedule for a new calendar year, not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 SBC ARKANSAS will deliver one copy per primary End User listing of SBC ARKANSAS' White Pages, as described in Section 2.7 above, at no charge. SBC ARKANSAS has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC ARKANSAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.
- 2.7 At its option, CLEC may purchase one (1) information pages (Customer Guide Pages) in the informational section of the SBC ARKANSAS White Pages directory covering the geographic area(s) it is serving. This pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC ARKANSAS information pages. Sixty (60) calendar days prior to the directory close date, CLEC will provide to SBC ARKANSAS the information page(s) in camera ready format. SBC ARKANSAS will have the right to approve, and, with CLEC's agreement, SBC ARKANSAS may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.8 SBC ARKANSAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8<sup>th</sup> page in size or the equivalent size as other local service providers listed on the same page. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC ARKANSAS the information, including its logo, to be published on the information page according to the instructions provided on SBC CLEC Online website (CLEC will be limited to a maximum one representation of in any single edition of a SBC ARKANSAS White Pages under either this Subsection or Appendix White Payer (WP) – Resale to this Agreement).



### **3.0 Use Of Subscriber Listing Information**

3.1 SBC ARKANSAS agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC ARKANSAS's subscriber listing information. In exchange for SBC ARKANSAS serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC ARKANSAS to include and use the CLEC subscriber listing information provided to SBC ARKANSAS pursuant to this Appendix in SBC ARKANSAS's White Pages directory, SBC ARKANSAS's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC ARKANSAS's use of CLEC's subscriber listing information in SBC ARKANSAS's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 SBC-ARKANSAS further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name 's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC ARKANSAS's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC ARKANSAS's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC ARKANSAS.

### **4.0 Rates**

Rates associated with this Attachment are in the Attachment 6 Appendix Pricing - Lawful UNE Schedule of Prices

### **5.0 Liability**

5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.



## **ATTACHMENT 20: CLEARINGHOUSE (CH)**

WHEREAS, SBC ARKANSAS operates a Clearinghouse (CH), as described below, for its own behalf and that of participating facility-based LECs and facility CLECs; and,

WHEREAS, facility-based CLEC will participate in the CH on the terms set forth herein;

The Parties agree to the following:

### **1.0 Clearinghouse Description**

1.1 SBC ARKANSAS operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs, including SBC ARKANSAS and CLEC.

### **2.0 Qualifying Message Criteria**

2.1 The only toll call messages that qualify for submission to SBC ARKANSAS for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

### **3.0 Responsibilities Of The Parties**

3.1 CLEC agrees that it will provide SBC ARKANSAS with billing records for CH processing that are in an industry standard format acceptable to SBC ARKANSAS and that at a minimum will display the telephone number of the end user to whom the call is to be billed and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

- 3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SBC ARKANSAS' CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SBC ARKANSAS for CH processing, if needed.
- 3.3 SBC ARKANSAS will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC ARKANSAS, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 3.4 CLEC will timely furnish to SBC ARKANSAS all CH Records required by SBC ARKANSAS to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SBC ARKANSAS will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.
- 3.5 Presently, in operating the CH, SBC ARKANSAS relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers; such subprocessing will be the responsibility of the porting entity.

#### **4.0 Processing Charge**

- 4.1 CLEC agrees to pay SBC ARKANSAS a processing charge in consideration of SBC ARKANSAS's performance of CH services. This charge is identified in Appendix Pricing Schedule.

#### **5.0 Billing Charge**

- 5.1 CLEC agrees to pay a per message charge to the LEC responsible for billing the message, including SBC ARKANSAS, when SBC ARKANSAS bills the message. This charge is identified in Appendix Pricing Schedule.

#### **6.0 Settlement Report**

- 6.1 SBC ARKANSAS will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

#### **7.0 Retroactive and Lost Messages**

- 7.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to

Section 3.0 of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

## **8.0 Limitation Of Liability**

- 8.1 By agreeing to operate the CH, SBC ARKANSAS assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC ARKANSAS will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC ARKANSAS may have relied in preparing settlement reports or performing any other act under this Attachment.
- 8.2 CLEC agrees to indemnify and hold SBC ARKANSAS harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC ARKANSAS's performance of CH processing pursuant to this Attachment.
- 8.3 SBC ARKANSAS will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SBC ARKANSAS. Any losses or damage for which SBC ARKANSAS is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time SBC ARKANSAS receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

## **9.0 DISCLAIMER OF WARRANTIES**

- 9.1 SBC ARKANSAS 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 ARKANSAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

## **ATTACHMENT 21: NUMBERING**

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to NXX assignments.

### **1.0 Numbering**

- 1.1 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.
- 1.2 At a minimum, where the CLEC is properly certified by the appropriate regulatory body and intends to assign numbers to its subscribers for local exchange service, the CLEC shall obtain a separate NXX code or thousand number code block for each SBC ARKANSAS rate center, as required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and SBC ARKANSAS 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.
- 1.3 Pursuant to Alliance for Telecommunications Industry Solutions (ATIS) Guidelines for the Administration of Telephone Numbers, revised August 15, 2003 (INC 01-0515-028), the Parties agree that CO Codes/blocks allocated to a wireline Service Provider are to be utilized to provide service to a customer's premise located in the same rate center that the CO Codes/blocks are assigned. Tariffed foreign exchange service (FX) is an exception to the provisions above.
- 1.4 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.
- 1.5 Each Party is responsible to input required data into the Telcordia Business Integrated Routing and Routing Database Systems (BIRRDs) and other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

1.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

#### 1.7 NXX Migration

1.7.1 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 Appendix Pricing under "OTHER". Where no charge is listed in Appendix Pricing, the parties agree to negotiate a rate prior to executing a request for NXX Migration.

#### 1.8 Test Numbers

1.8.1 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.

**ATTACHMENT 22: DA-FACILITIES BASED**  
**SBC ARKANSAS -PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC ARKANSAS agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

**1.0 Services**

1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SBC ARKANSAS methods and practices or as subsequently modified.

1.2 Directory Assistance Call Completion (DACC) service consists of SBC ARKANSAS completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC ARKANSAS will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.

1.3 SBC ARKANSAS agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC ARKANSAS' switch and where CLEC obtains DA service from SBC ARKANSAS.

1.3.1 Subsequent to the DA query and release of the DA call to SBC ARKANSAS' IVS, SBC ARKANSAS will deliver the call with the required signaling and data to CLEC to complete the call.

1.4 CLEC commits that SBC ARKANSAS' provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC ARKANSAS from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC ARKANSAS has interfered with any such contractual arrangement solely by virtue of SBC ARKANSAS' provision of DACC to CLEC under this Attachment.

1.5 When CLEC uses Directory Assistance Services described above SBC ARKANSAS will charge the prices as referenced in Section 7.0 PRICING of Attachment DA.

**2.0 Definitions** - The following terms are defined as set forth below:

2.1 **Directory Assistance Services.** SBC ARKANSAS will provide the following DA Services:

2.1.1 **Local Directory Assistance.** Consists of providing published name, address and telephone number to the dialing end user.



- 2.1.2 **Directory Assistance Call Completion (DACC)** [Sometimes also known as “Express Call Completion” (ECC)]. A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 2.1.3 **National Directory Assistance (NDA)** A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
- 2.1.4 **Reverse Directory Assistance (RDA)** An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
- 2.1.5 **Business Category Search (BCS)** A service in which the end user 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.
- 2.1.6 **Emergency Non-pub Number Request.** A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a non-published end user with the calling party’s name and number, and a short message about the nature of the emergency, without releasing the non-published end user’s telephone number to the calling party.
- 2.2 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC ARKANSAS DA Operator.
- 2.3 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC ARKANSAS DA Operator.
- 2.4 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SBC ARKANSAS DA Operator.
- 2.5 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.6 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

### **3.0 Call Branding and Quotation of CLEC DA Rate Information**

3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC ARKANSAS will offer Call Branding of DA in the name of CLEC.

3.1.1 CLEC will provide SBC ARKANSAS with the specific branding phrase to be used to identify CLEC or indicate a silent brand at the CLECs request. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services.

3.1.2 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information as referenced in of the Pricing Appendix.

### **3.2 Rate Reference**

3.2 SBC ARKANSAS Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:

3.2.1 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by SBC ARKANSAS. If CLEC does not provide the Rate information and branding phrase as required in this Section, SBC ARKANSAS will brand the DA service provided to CLEC as SBC ARKANSAS DA service.

3.2.2 CLEC will inform SBC ARKANSAS, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC ARKANSAS updated Rate information in advance of when the Rates are to become effective.

3.2.3 In all cases when SBC ARKANSAS receives a rate request from a CLEC end user, SBC ARKANSAS will quote the Directory Assistance rates provided by CLEC.

**4.0 Responsibilities of SBC ARKANSAS**

- 4.1 SBC ARKANSAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC ARKANSAS.
- 4.2 SBC ARKANSAS will provide and maintain its own equipment to furnish DA Services.
- 4.3 SBC ARKANSAS will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC ARKANSAS's current methods, practices, and procedures or as subsequently modified.
- 4.4 SBC ARKANSAS will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SBC ARKANSAS will include current CLEC customer listing information in SBC ARKANSAS's DA database.

**5.0 Responsibilities of Both Parties**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC ARKANSAS offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

**6.0 Responsibilities of CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC ARKANSAS serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SBC ARKANSAS, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SBC ARKANSAS to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SBC ARKANSAS via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.
- 6.4 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SBC ARKANSAS will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will

be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and CLEC chooses not to customize route the DA calls, CLEC agrees that SBC ARKANSAS will be the sole provider of DA for one year from the effective date listed in this Attachment.

## **7.0 Pricing**

- 7.1 The charges for Directory Assistance are outlined in the Pricing Schedule.
- 7.2 In the event that the phraseology for branding OS calls is the same phraseology for branding DA calls, only one \$1,800.00 charge will apply per initial loading or subsequent change.
- 7.3 Pricing for rate quotations are as follows: Rate quotes will be provided by SBC ARKANSAS to callers requesting CLEC rates using the rate tables already loaded by SBC ARKANSAS based on information provided by CLEC. The parties agree that CLEC will reimburse SBC ARKANSAS \$2,000.00 per operator switch for the initial loading costs and \$1,000.00 per operator switch for any future CLEC requested modifications to the rate tables. These prices will not be subject to true-up.

## **8.0 Monthly Billing**

- 8.1 SBC ARKANSAS will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.
- 8.2 SBC ARKANSAS will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

## **9.0 Liability**

- 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

**ATTACHMENT 23: OS-FACILITIES BASED****SBC AKRANSAS -PROVIDED LOCAL & INTRALATA  
OPERATOR SERVICES**

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC AKRANSAS agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

**1.0 Services - SBC ARKANSAS will provide the following three tiers of Operator Services:**

- 1.2 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SBC AKRANSAS Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
- 1.3 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- 1.4 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
- 1.5 Definition: Operator Services (OS) provides operator and automated call handling and billing, special services and optional call completion services.

**2.0 Call Types - SBC AKRANSAS will provide to CLEC the call types in Sections 2.1 through 2.7 below:**

- 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
  - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).

- 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
- 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
  - 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
  - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached 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. This service may also include the following situations:
  - 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
  - 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.

2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC ARKANSAS' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

2.7 **Call Branding/Rate Reference**

2.7.1 Call Branding

2.7.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC AKRANSAS will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request.

2.7.1.2 CLEC will provide SBC AKRANSAS with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in the Pricing Schedule.

2.7.1.3 SBC ARKANSAS will brand Operator Services in the name of CLEC starting no later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SBC ARKANSAS Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SBC ARKANSAS will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of Operator Services for calls that are branded by automated systems until such time as SBC ARKANSAS's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SBC ARKANSAS's vendor to meet its current commitment; however, SBC ARKANSAS will use its best efforts to manage the vendor to meet said date.

2.7.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in the Pricing Schedule.

## 2.7.2 Rate Reference

- 2.7.2.1 SBC AKRANSAS Operator Services operators will provide Operator Services Rates/Reference Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate Reference information will be provided under the following terms and conditions:
- 2.7.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SBC ARKANSAS. If CLEC does not provide the Rate information and branding phrase as required in this Section, SBC ARKANSAS will brand the OS service provided to CLEC as SBC ARKANSAS OS service and quote SBC ARKANSAS rates. SBC ARKANSAS will no longer brand these calls as SBC ARKANSAS calls nor quote SBC ARKANSAS rates when the appropriate equipment or software is installed.
- 2.7.2.3 CLEC will inform SBC ARKANSAS, in writing, of any changes to be made to such Rate Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC ARKANSAS updated Rate information in advance of when the Rates are to become effective.
- 2.7.2.4 In all cases when SBC ARKANSAS receives a rate request from an CLEC end user, SBC ARKANSAS will quote the Operator Services rates provided by CLEC, except as provided in 2.7.2.2.
- 2.7.2.5 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information as provided in the Pricing Schedule.

## 3.0 Other Operator Assistance Services

- 3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.



- 3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SBC AKRANSAS will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SBC AKRANSAS the communities associated with CLEC's NXX(s).
- 3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 3.5 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when they are to be provided by SBC ARKANSAS. If CLEC does not provide the Rate information and branding phrase as required in this Section, SBC ARKANSAS will brand the OS service provided to CLEC as SBC ARKANSAS OS service.
- 3.6 CLEC will inform SBC ARKANSAS, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC ARKANSAS updated Rate information in advance of when the Rates are to become effective.
- 3.7 In all cases when SBC ARKANSAS receives a rate request from an CLEC end user, SBC ARKANSAS will quote the Operator Services rates provided by CLEC.
- 3.8 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information.

The Parties agree that, in the event of an emergency wherein an CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC ARKANSAS's operator and request the assistance of a supervisor to the extent done by SBC ARKANSAS's operators.

#### **4.0 Responsibilities of SBC AKRANSAS**

- 4.1 SBC AKRANSAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.
- 4.2 Facilities necessary for SBC AKRANSAS to provide Operator Services to CLEC will be provided by SBC AKRANSAS using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 4.3 SBC AKRANSAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC AKRANSAS at the time the call is made, unless otherwise agreed in writing by both Parties.

- 4.4 SBC AKRANSAS will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SBC AKRANSAS will deliver the call with the required signaling and data to CLEC to complete the call.

#### **5.0 Responsibilities of Both Parties**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC AKRANSAS offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### **6.0 Responsibilities of CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC AKRANSAS serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish in writing to SBC AKRANSAS, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC AKRANSAS to provide the Service.
- 6.3 CLEC will furnish all records required by SBC AKRANSAS to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SBC AKRANSAS. CLEC will provide the initial data by a date mutually agreed to between CLEC and SBC AKRANSAS. CLEC will keep this data current by using procedures mutually agreed to by CLEC and SBC AKRANSAS. CLEC will provide all data and changes to SBC AKRANSAS in the mutually agreed to format(s).
- 6.4 As to any end office where SBC AKRANSAS furnishes the Operator Services provided by this Attachment, CLEC agrees that SBC AKRANSAS will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator Services and such routing capability is not currently technically available, CLEC agrees that SBC AKRANSAS will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls.

**7.0 Pricing**

7.1 The rates for the Operator Services provided are outlined in the Pricing Schedule.

**8.0 Monthly Billing**

8.1 SBC AKRANSAS will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt.

8.2 SBC AKRANSAS will forward with Directory Assistance and Operator Services calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

**9.0 Liability**

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

## **ATTACHMENT 24: RECORDING-FACILITIES BASED**

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SBC ARKANSAS will provide recording, message processing and message detail services as described in total in Exhibit I and II. Exhibit I and II are attached hereto and made a part of this Attachment by reference. The terms and conditions under this Attachment will also apply when the Facility-Based Provider is the Recording Company.

### **1.0 Definitions**

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

- 1.1 **“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).
- 1.2 **“Assembly and Editing”** - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.
- 1.3 **“Centralized Message Distribution System” (CMDS)** - The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between SBC ARKANSAS and CLEC via the CMDS host.
- 1.4 **“Data Transmission”** - The forwarding by SBC ARKANSAS of IXC transported access usage record detail in EMI format over data lines or on magnetic tapes to CLEC via the CMDS host.
- 1.5 **“Exchange Message Interface” (EMI)** - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 1.6 **“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).
- 1.7 **“Interexchange Carrier Transported”** - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.
- 1.8 **“Message Processing”** - The creation of individual EMI formatted 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 the AURs are consistent with CMDS specifications.

- 1.9 **“Originating Local Exchange Carrier Company”** - The company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 1.10 **“Provision of Message Detail”** - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC ARKANSAS' internal network or national CMDS.
- 1.11 **“Record”** - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 1.12 **“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.
- 1.13 **“Service Switching Point” (SSP)** - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.14 **“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.
- 1.15 **“800 SCP Carrier Access Usage Summary Record” (SCP Record)** - A summary record which contains information concerning the quantity and types of queries launched to a SBC ARKANSAS SCP.
- 1.16 **“Terminating Local Exchange Carrier Company”** - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

## **2.0 Responsibilities of The Parties**

- 2.1 SBC ARKANSAS will record all IXC transported messages as specified by CLEC on Appendix II that are carried over all Feature Group Switched Access Services that are available to SBC ARKANSAS' provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SBC ARKANSAS'

provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC ARKANSAS.

- 2.2 SBC ARKANSAS will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SBC ARKANSAS.
- 2.3 SBC ARKANSAS will provide AURs that are generated by SBC ARKANSAS.
- 2.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC ARKANSAS, during the billing period established by SBC ARKANSAS and selected by CLEC from Appendix II.
- 2.5 Standard EMI record formats for the provision of access usage record detail will be established by SBC ARKANSAS and provided to CLEC.
- 2.6 Recorded AUR 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.
- 2.7 SBC ARKANSAS will provide AUR detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties.

#### 2.7.1 Data Files

2.7.1.1 The AUR detail will be transmitted to CLEC in data files via data lines using software and hardware acceptable to the Parties.

- 2.8 In Exhibit II, CLEC will identify the location where the billable invoice and any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SBC ARKANSAS reserves the right to limit the frequency of transmission to existing SBC ARKANSAS processing and work schedules, (holidays, etc., i.e., holidays, weekends)).
- 2.9 SBC ARKANSAS and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of data files required to provide the AUR detail to CLEC.
- 2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SBC ARKANSAS will not be recovered and made available to CLEC except on an individual case basis at a cost determined by SBC ARKANSAS.
- 2.11 SBC ARKANSAS will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.

- 2.12 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to SBC ARKANSAS under the same terms and conditions of this Attachment.

### **3.0 Basis of Compensation**

- 3.1 SBC ARKANSAS as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail Access Usage Records (AURs) ordered/required by the CLEC in accordance with the Attachment on a reciprocal, no-charge basis. CLEC as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by SBC ARKANSAS on a reciprocal no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

### **4.0 Loss of Usage:**

- 4.1 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.
- 4.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company—at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to non-Recording Company. If written notification is not received within sixty (60) days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 4.3 If, despite timely notification by non-Recording Company, AUR detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability will 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 AUR detail.

4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the nonreceipt of data.

**5.0 Indemnification**

5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

**6.0 Warranties**

SBC ARKANSAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.



## **EXHIBIT I SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

### **EXPLANATION OF SERVICE OPTIONS**

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

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

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

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

Option #7: This option has been withdrawn.

### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

### **TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS**

Option #11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option #15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

**EXHIBIT II  
INVOICE DESIGNATION**

**COMPANY NAME:**

**LOCATION TO WHICH SBC WILL SEND:**

**EXCHANGE COMPANY I.D. NUMBER (OCN):**

**BILLABLE INVOICE INTERVAL:**

**Check One:**

**Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)**

**Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):**

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

**AUR INVOICE INTERVAL:**

**Check One:**

**Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)**

**Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE. A file will be created approximately 3 to 5 workdays after the chosen bill date(s):**

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

**XDSL AND LINE SPLITTING APPENDIX**  
**TO INTERCONNECTION AGREEMENT**

**xDSL Loops and xDSL Subloops and Line Splitting:** SBC ARKANSAS will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

**1.0 General:**

- 1.1 **Deployment of xDSL Technologies:** SBC ARKANSAS will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 1.2 SBC ARKANSAS will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning SBC ARKANSAS is to perform in provisioning the order.

**2.0 Loop Makeup Information and Ordering:** SBC ARKANSAS will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in SBC ARKANSAS' Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in SBC ARKANSAS' databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to SBC ARKANSAS' advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that SBC ARKANSAS is providing to any other CLEC, SBC ARKANSAS' retail operations and/or its advanced services affiliate. SBC ARKANSAS' uniform GUI and application to application OSS interfaces allow CLEC, SBC ARKANSAS' retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

**3.0 Provisioning Intervals:** SBC ARKANSAS' provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to SBC ARKANSAS' advanced services affiliate, whichever is less.

- 3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

#### **4.0 Loop Conditioning:**

4.1 SBC ARKANSAS will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that SBC ARKANSAS perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing. If CLEC has requested that SBC ARKANSAS perform some or all of the available loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing once SBC ARKANSAS has performed the requested conditioning SBC ARKANSAS will not, at any time, replace any Bridged Tap, load coils and/or repeaters during the time that the conditioned loop is leased by CLEC from SBC ARKANSAS. If SBC ARKANSAS replaces any Bridged Tap, load coils and/or repeaters that CLEC had requested and paid for to be removed, SBC ARKANSAS, at CLEC's request, will remove the Bridged Tap, load coils and/or repeaters at no charge to CLEC.

#### **4.2 Removal of All or Non-Excessive Bridged Tap ("RABT"):**

4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to SBC ARKANSAS interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If a RABT trouble ticket is opened, and it is later determined by SBC ARKANSAS that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a 'No Trouble

Found' (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.

4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC's request, the LOC will also investigate and address any SBC ARKANSAS non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but SBC ARKANSAS does not guarantee the synchronization of any loop. SBC ARKANSAS In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC ARKANSAS LOC. SBC ARKANSAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where SBC ARKANSAS removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.

4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals SBC ARKANSAS provides to its advanced services affiliate. When SBC ARKANSAS determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of SBC ARKANSAS, SBC ARKANSAS has no obligation to perform such conditioning.

4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by SBC ARKANSAS to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the

due date may be adjusted consistent with the end-user's release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by SBC ARKANSAS to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 **Maintenance, Repair and Testing:** SBC ARKANSAS shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

4.3.1 **Maintenance Scope:** SBC ARKANSAS' maintenance shall be as follows: (i) for loops 12,000 feet or less: SBC ARKANSAS maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that SBC ARKANSAS not perform any conditioning, SBC ARKANSAS maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that SBC ARKANSAS perform some or all of the available conditioning, SBC ARKANSAS will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. SBC ARKANSAS will resolve CLEC-referred trouble tickets in parity with the repair intervals SBC ARKANSAS provides its advanced services affiliate.

4.3.2 **CLEC Submitted Trouble Ticket:** If CLEC submits a trouble ticket to SBC ARKANSAS and the problem is determined by SBC ARKANSAS to be in CLEC's network, data equipment or splitter, CLEC shall pay SBC ARKANSAS, following SBC ARKANSAS closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact SBC ARKANSAS to advise that the trouble has been resolved.

4.3.3 **Line and Station Transfer ("LST"):** For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by SBC ARKANSAS to resolve a trouble, SBC ARKANSAS, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and SBC ARKANSAS determines that an LST can be performed, the SBC ARKANSAS LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case,

the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an SBC ARKANSAS network-related problem, then CLEC will not be charged the LST rate or for SBC ARKANSAS's resolution of the trouble. If, however, the trouble is found not to be an SBC ARKANSAS network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

- 5.0 Spectrum Management:** The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise SBC ARKANSAS on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify SBC ARKANSAS if and when a change in PSD mask is made. SBC ARKANSAS shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. SBC ARKANSAS shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if SBC ARKANSAS and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.
- 6.0 Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with SBC ARKANSAS's standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard SBC ARKANSAS configuration cabling and wiring in SBC ARKANSAS locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with SBC ARKANSAS's OSS.



## **7.0 Pricing/Rates:**

- 7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.
- 7.2 In those instances specified herein, or in the event that SBC ARKANSAS agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC ARKANSAS technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by SBC ARKANSAS are performed outside of standard business hours.

## **8.0 Definitions Applicable to this Appendix:**

- 8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.
- 8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each SBC ARKANSAS state.
- 8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.
- 8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.
- 8.5 **"SBC ARKANSAS"** as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.
- 8.6 **"Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

**ATTACHMENT 27:**  
**ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

**1.0 INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to support the services, interconnection and UNEs provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Arkansas-specific agreement, SBC’s OSS is based upon a 13-state platform. In order to access OSS for transactions in other SBC states, CLEC must have OSS terms and conditions in such state.
- 1.2 SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2.1 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.2.2 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.2.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.2.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.2.5 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable SBC-owned ILEC doing business in Connecticut.

- 1.2.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.2.7 **SBC ARKANSAS** - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.3 SBC ARKANSAS has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.4 “LSC” means the Local Service Center (LSC) for SBC ARKANSAS.
- 1.5 “LOC” means the Local Operations Center (LOC) for SBC ARKANSAS.
- 1.6 “MCPSC” means the Mechanized Customer Production Support Center (MCPSC) for SBC ARKANSAS.
- 1.7 “Service Bureau Provider (SBP)” - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing SBC ARKANSAS’ OSS application-to-application interfaces via a dedicated connection over which multiple CLECs’ local service transactions are transported.
- 1.8 “UNE” is as described in Appendix Lawful UNE.
- 2.0 LAWFUL UNBUNDLING REQUIREMENTS**

This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which **SBC-13STATE** provides under this Interconnection Agreement (ICA service(s)). Should **SBC-13STATE** no longer be obligated to provide a UNE under the terms of this Agreement, **SBC-13STATE** shall no longer be obligated to offer access and use of OSS for that ICA service.

### **3.0 GENERAL CONDITIONS**

- 3.1 Resale and Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC ARKANSAS shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

- 3.2 When SBC ARKANSAS introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC ARKANSAS believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC ARKANSAS shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.
- 3.3 When SBC ARKANSAS retires interfaces in accordance with the Change Management Process referenced in Section 3.18 below, those interfaces will be deemed automatically deleted from this Attachment.
- 3.4 Proper Use of OSS Interfaces:
- 3.4.1 For SBC ARKANSAS, CLEC agrees to utilize SBC ARKANSAS electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through SBC ARKANSAS. In addition, CLEC agrees that such use will comply with SBC ARKANSAS' Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC ARKANSAS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC ARKANSAS' OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC ARKANSAS for any and all damages caused by such unauthorized entry.
- 3.5 Within SBC ARKANSAS region, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.
- 3.5.1 In SBC ARKANSAS region, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.5.2 Throughout SBC ARKANSAS region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC ARKANSAS harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.6 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of SBC ARKANSAS' OSS systems. CLEC will be responsible for damages to SBC ARKANSAS relating to any misuse of SBC ARKANSAS' OSS

systems/interfaces including but not limited to unauthorized entry or access into, or use or manipulation of SBC ARKANSAS' OSS systems/interfaces from systems, workstations or terminals used by CLEC employees or its agents and shall pay SBC ARKANSAS for any and all damages caused by such actions. In addition, CLEC agrees to indemnify and hold SBC ARKANSAS harmless against any claim made by an End User of CLEC or other third parties against SBC ARKANSAS caused by or related to CLEC's use of any SBC ARKANSAS OSS.

- 3.7 In the event SBC ARKANSAS has good cause to believe that CLEC has used SBC ARKANSAS OSS in a way that conflicts with this Agreement or Applicable Law, SBC ARKANSAS shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC ARKANSAS' Notice of Misuse, which shall be provided to SBC ARKANSAS within twenty (20) days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC ARKANSAS' allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.8 The Dispute Resolution provisions of the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC ARKANSAS' security guidelines. Except as otherwise set forth in this Article, CLEC's liability for improper or unauthorized use of or access to SBC ARKANSAS' OSS shall be governed by the Indemnification and Liability provisions of the General Terms and Conditions of the Agreement.
- 3.9 In the event CLEC does not agree that CLEC's use of SBC ARKANSAS' OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC ARKANSAS, then the Parties agree to the following steps:
- 3.9.1 If such alleged misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse. SBC may invoke the dispute resolution process in the Dispute Resolution provisions of the General Terms and Conditions to devise such remedy.
- 3.9.2 To remedy the alleged 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.
- 3.10 Upon notice and good cause shown, SBC ARKANSAS shall have the right to conduct an audit of CLEC's use of the SBC ARKANSAS OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC ARKANSAS OSS is justified under the circumstances that exist at the time SBC ARKANSAS elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC ARKANSAS OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC ARKANSAS shall give ten (10) days advance written notice of its intent

to audit CLEC (“Audit Notice”) under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC ARKANSAS’ 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), CLEC shall provide SBC ARKANSAS with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC ARKANSAS’ 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 ARKANSAS 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 ARKANSAS or any SBC affiliate.

- 3.11 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC ARKANSAS and CLEC will use manual processes. Should SBC ARKANSAS develop electronic interfaces for these functions for itself, SBC ARKANSAS will make electronic access available to CLEC within the specific operating region.
- 3.12 The Information Services (I.S.) Call Center for the SBC ARKANSAS region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC’s electronic interfaces.
- 3.13 SBC ARKANSAS will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.
- 3.14 SBC ARKANSAS shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC ARKANSAS shall list the business days and hours for each call center in SBC-13STATE’s CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC, LECC, & MCPSC: Monday through Friday, excluding Holidays,  
8:00 AM to 5:00 PM (in each applicable time zone)

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable time zone)

The Parties shall ensure adequate coverage in its service centers during these minimum hours.

- 3.15 The Parties will follow the final adopted guidelines of “SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface - Change Management Process”, developed in collaboration

with CLECs. This plan may be modified from time to time in accordance with the Change Management principles found in SBC's CLEC online website ( <https://clec.sbc.com/clec>).

- 3.16 SBC ARKANSAS will continue to maintain the editing capabilities of SBC ARKANSAS' LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.
- 3.17 SBC ARKANSAS and CLEC agree to work together 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 any of its rights as participants in such forums in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC ARKANSAS may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and SBC ARKANSAS 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 ARKANSAS 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."
- 3.18 Due to enhancements and on-going development of access to SBC ARKANSAS' OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC ARKANSAS shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.19 CLEC is responsible for obtaining operating system software and hardware to access SBC ARKANSAS OSS functions. All hardware and software requirements are specified in: "CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SBC ARKANSAS for any of its regions.

#### **4.0 PREORDER INTERFACES & FUNCTIONALITY**

- 4.1 SBC ARKANSAS will provide real time access to pre-order functions to support CLEC 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 CLEC so that CLEC order requests may be created to comply with SBC ARKANSAS region-specific ordering requirements.
- 4.2 Pre-Ordering functions for Resale Services and UNEs include:

4.2.1 Feature/Service Availability:

- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry:  
Access to SBC ARKANSAS retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.5 of this Appendix.
- 4.2.3 Telephone Number Inquiry:  
SBC ARKANSAS provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.
- 4.2.4 Scheduling Inquiry/Availability
  - 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
  - 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 4.2.5 Address Validation Inquiry:  
SBC ARKANSAS provides address validation function.
- 4.3 The following are Pre-Order functions specific to UNEs
  - 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:  
SBC ARKANSAS provides pre-order loop qualification information specific to UNE DSL capable or Line Shared loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
  - 4.3.2 Common Language Location Indicator (CLLI) Inquiry:  
SBC ARKANSAS provides CLLI code inquiry function.
  - 4.3.3 Connecting Facility Assignment (CFA) Inquiry:  
SBC ARKANSAS provides a CFA inquiry function.
  - 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:  
SBC ARKANSAS provides a NC/NCI inquiry function.



#### 4.4 Electronic Access to Pre-Order Functions

##### 4.4.1 Resale and UNE Pre-Order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in SBC ARKANSAS to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

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

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

#### 4.5 Other Pre-Order Function Availability

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

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

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

## 5.0 ORDERING/PROVISIONING

5.1 SBC ARKANSAS provides access to ordering functions (as measured from the time SBC ARKANSAS receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNEs via one or more electronic interfaces. To order Resale

services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes SBC ARKANSAS to provision in accordance with applicable SBC ARKANSAS ordering requirements. SBC ARKANSAS will provide CLEC access to one or more of the following systems or interfaces:

## 5.2 Service Order Request System Availability

5.2.1 SBC ARKANSAS makes available to CLEC an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with SBC ARKANSAS Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and SBC ARKANSAS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC ARKANSAS' Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For SBC ARKANSAS, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 Intentionally Left Blank

5.2.4 Intentionally Left Blank

5.2.5 For SBC ARKANSAS, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For SBC ARKANSAS region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SBC ARKANSAS OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and SBC ARKANSAS will utilize industry ASR guidelines developed by OBF based upon SBC ARKANSAS ordering requirements.

- 5.3 Provisioning for Resale Services and UNE in SBC ARKANSAS  
SBC ARKANSAS will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
- 5.3.1 For SBC ARKANSAS, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in SBC ARKANSAS pending orders can be viewed in SORD.
- 5.3.2 For EDI ordering, SBC ARKANSAS will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 5.3.3 For SBC ARKANSAS, as detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
- 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
- 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
- 5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.
- 5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an SBC ARKANSAS issued FOC.

## **6.0 MAINTENANCE/REPAIR**

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
- 6.1.1 In SBC ARKANSAS, Electronic Bonding for Trouble Administration Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
- 6.1.2 In SBC ARKANSAS, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee

(ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC ARKANSAS. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and SBC ARKANSAS will exchange requests over a mutually agreeable X.25-based network.

## **7.0 BILLING**

- 7.1 SBC ARKANSAS will bill CLEC for Resold services and UNEs. SBC ARKANSAS will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC ARKANSAS will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and SBC ARKANSAS. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1 In SBC ARKANSAS, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
  - 7.2.2 For Resale services in SBC ARKANSAS, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC ARKANSAS' Local Exchange Tariff.
  - 7.2.3 For Resale services in SBC ARKANSAS, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC ARKANSAS Classic Toolbar.
  - 7.2.4 In SBC ARKANSAS, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
  - 7.2.5 SBC ARKANSAS will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

- 7.3.1 SBC ARKANSAS makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
- 7.3.2 In SBC ARKANSAS, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC ARKANSAS Classic Toolbar.
- 7.3.3 In SBC ARKANSAS, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 In SBC ARKANSAS, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing SBC ARKANSAS ports, change their Competitive Local Exchange Carrier.

## **8.0 REMOTE ACCESS FACILITY**

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For SBC SOUTHWEST REGION 5-STATE, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the SBC-2STATE region. The ARAF, located in Chicago, IL, serves SBC MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the SBC CONNECTICUT region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For SBC ARKANSAS, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units (CSU/DSU)) and circuit connection(s) up to the SBC ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to SBC-13STATE "CLEC OSS Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC SOUTHWEST REGION 5-STATE LRAF, SBC-2STATE PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC OSS via the public internet.
- 8.3 For SBC ARKANSAS, CLEC shall use TCP/IP to access SBC ARKANSAS OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a SBC ARKANSAS, SBC-2STATE, SBC MIDWEST REGION 5-STATE, or SBC CONNECTICUT OSS on CLEC's behalf. CLEC shall provide estimates regarding its

volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

- 8.4 For SBC ARKANSAS, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

## **9.0 DATA CONNECTION SECURITY REQUIREMENTS**

- 9.1 CLEC agrees that interconnection of CLEC data facilities with SBC ARKANSAS data facilities for access to OSS will be in compliance with SBC-13STATE's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

### **9.2 Joint Security Requirements**

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when an employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or SBC ARKANSAS network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

### 9.3 Additional Responsibilities of Both Parties

9.3.1 Modem/DSU Maintenance and Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on SBC ARKANSAS' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

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

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

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC ARKANSAS, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

#### 9.5 General Policies

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

#### 9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.



9.6.3 User ids will be revalidated on a monthly basis.

## 9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

## 9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

## 9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

## 9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect

its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

- 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
- 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.11 Monitoring and Audit
- 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:
- "This is a (SBC ARKANSAS or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*
- 9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

## **10.0 OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES**

- 10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). SBC ARKANSAS will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of Unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

**11.0 OSS TRAINING COURSES**

11.1 Prior to live system usage, CLEC must complete user education classes for SBC ARKANSAS-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by SBC ARKANSAS and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon SBC ARKANSAS availability and will be coordinated among CLEC, the CLEC’s SBC ARKANSAS Account Manager, and SBC ARKANSAS Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to SBC ARKANSAS completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.

11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC ARKANSAS’ OSS in accordance with this Appendix and shall be deemed “Proprietary Information” and subject to the terms, conditions and limitations of the Confidentiality provisions of the General Terms and Conditions.

**12.0 OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY**

12.1 To the extent SBC-13STATE seeks to recover costs associated with OSS System Access and Connectivity, SBC-13STATE shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

**13.0 MISCELLANEOUS CHARGES**

13.1 For SBC ARKANSAS region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 For SBC ARKANSAS, CLEC 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.

13.3 For SBC ARKANSAS, CLEC requesting the Local Disconnect Report, agrees to pay established rates pursuant to Appendix Pricing.

13.4 For SBC ARKANSAS, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC ARKANSAS on an Individual Case Basis (ICB) and priced as such.

**14.0 SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS**

14.1 SBC ARKANSAS shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:

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

14.2.1 CLEC shall be permitted to access SBC ARKANSAS application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC ARKANSAS to allow Service Bureau Provider to establish access to and use of SBC ARKANSAS' OSS.

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

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC ARKANSAS shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, SBC ARKANSAS

shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

- 14.3 SBC ARKANSAS 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 ARKANSAS' control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC ARKANSAS' OSS) which could not be avoided by SBC ARKANSAS 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.

## ATTACHMENT 29: OUT OF EXCHANGE TRAFFIC

### 1.0 DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 SBC ARKANSAS - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC ARKANSAS, the applicable ILEC doing business in Arkansas.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means Alltel Communications, Inc. operating within SBC ARKANSAS' incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with SBC ARKANSAS.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
  - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an SBC ARKANSAS end user located in an SBC ARKANSAS local exchange area or;
  - (ii) Originates from an SBC ARKANSAS end user located in an SBC ARKANSAS local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

### 2.0 INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of SBC ARKANSAS incumbent local exchange areas and desires to interconnect OE-LEC's network with SBC ARKANSAS' network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with SBC ARKANSAS pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which SBC ARKANSAS agrees to provide CLEC with access to 251(c)(3) unbundled network elements (251(c)(3) UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC ARKANSAS' incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that SBC ARKANSAS is only obligated to make available 251(c)(3) UNEs and access to 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in SBC ARKANSAS' incumbent local exchange areas. SBC ARKANSAS has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of SBC ARKANSAS' incumbent local exchange areas. In addition, SBC ARKANSAS is not obligated to provision Lawful 251(c)(3) UNEs or to provide access to 251(c)(3) UNEs under

Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC ARKANSAS' 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 251(c)(3) UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC ARKANSAS incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC ARKANSAS has been approved by the relevant state Commission and is in effect.

### **3.0 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.

#### **4.0 NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC**

- 4.1 OE-LEC represents that it operates as a CLEC within SBC ARKANSAS exchange areas and has a Point of Interconnection ("POI") located within SBC ARKANSAS exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC ARKANSAS exchange areas. Based upon the foregoing, the Parties agree that SBC ARKANSAS' originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC ARKANSAS will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC ARKANSAS' end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC ARKANSAS, the Parties agree to establish a direct final end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC ARKANSAS End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each SBC ARKANSAS serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If SBC ARKANSAS is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC ARKANSAS End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC ARKANSAS terminated traffic or SBC ARKANSAS originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 SBC ARKANSAS shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC ARKANSAS (as reflected in the LERG). Any compensation due SBC ARKANSAS for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC ARKANSAS serving tandems are reflected by SBC ARKANSAS in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC ARKANSAS tandem. SBC ARKANSAS shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.



- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC ARKANSAS' tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).
- 4.10 SBC ARKANSAS will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC ARKANSAS exchange areas, in SBC ARKANSAS Tandems and End Offices using SBC ARKANSAS' standard code opening timeframes.

#### **5.0 INTERCARRIER COMPENSATION**

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

#### **6.0 INTENTIONALLY LEFT BLANK**

#### **7.0 INTRASTATE INTRALATA INTERCOMPANY TRAFFIC**

- 7.1 The compensation arrangement for Intrastate IntraLATA Traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

#### **8.0 MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION**

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

#### **9.0 INTERLATA SECTION 251(B)(5) TRAFFIC**

- 9.1 SBC ARKANSAS will exchange SBC ARKANSAS InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC ARKANSAS 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"), or (iii) via a mutually agreed to meet point facility within the SBC ARKANSAS exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC ARKANSAS exchange, SBC ARKANSAS shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC ARKANSAS will not provision or be responsible for facilities located outside of SBC ARKANSAS exchange areas
- 9.2 The Parties agree that the associated traffic from each SBC ARKANSAS End Office will not alternate route.
- 9.3 OE-LEC must provide SBC ARKANSAS 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.

- 9.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC ARKANSAS terminated traffic or SBC ARKANSAS 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
- 9.5 SBC ARKANSAS shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC ARKANSAS (as reflected in the LERG). Any compensation due SBC ARKANSAS for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC ARKANSAS serving tandems are reflected by SBC ARKANSAS in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC ARKANSAS tandem. SBC ARKANSAS 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.
- 9.6 SBC ARKANSAS will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC ARKANSAS exchange areas, in SBC ARKANSAS Tandems and End Office(s) using SBC ARKANSAS' standard code opening timeframes.
- 9.7 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.

## REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Remand Order Embedded Base Temporary Rider (the “Embedded Base Rider”) to the Interconnection Agreement by and between one or more of the SBC Communications Inc. owned ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (“SBC” or “SBC ILEC”) and CLEC (collectively referred to as “the Parties”) (“Agreement”) previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”).

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”), and therefore, SBC ILEC was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; 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, and therefore, SBC ILEC was no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,<sup>1</sup> on February 4, 2005 (“*TRO Remand Order*”), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops (“mass market unbundled local circuit switching” or

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<sup>1</sup> 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).

“Mass Market ULS” or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs; and

WHEREAS, the FCC, in its *TRO Remand Order*, instituted transition periods and pricing to apply to CLEC’s embedded base of the affected elements; and

WHEREAS, as of the date the parties executed the Agreement to which this Temporary Rider is attached, CLEC has an embedded base of one or more of the affected elements, and the transition periods applicable to one or more of the elements had not yet expired;

NOW, THEREFORE, the Parties attach the following temporary terms and conditions to the Agreement to apply only to the embedded base of the affected elements, as set forth below:

**1.0 TRO Remand-Declassified Loop-Transport Elements.** Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

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; or

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the “Affected Loop-Transport Element(s).”

**1.1 Transitional Provision of Embedded Base.** 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 ILEC shall 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 interconnection agreement dated as of (“Superseded 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).

SBC ILEC's transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 1.1 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC ILEC may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).

**Transitional Pricing for Embedded Base.** Notwithstanding anything in the Superseded Agreement, during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) 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%*.

Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for all Affected Loop-Transport Element(s), beginning March 11, 2005.

CLEC shall be fully liable to SBC to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

**1.3 End of Transitional Period.** CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 1.3.1 and 1.3.2, below). For Dark Fiber Affected Loop-Transport Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Loop-Transport Elements and return the facilities to SBC by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Loop-Transport Elements.

1.3.1 For affected Dark Fiber Loops and Dark Fiber Transport, the transition period shall end on September 11, 2006.

1.3.2 For affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.

1.3.3 To the extent that there are CLEC embedded base affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC ILEC, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs.

**2.0 TRO Remand-Declassified Switching and UNE-P.** Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with “UNE-P”), or otherwise. For purposes of this Section, “Mass Market” shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or “Enterprise” level.)

**2.1 Transitional Provision of Embedded Base.** As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC ILEC 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 Superseded Agreement , for a transitional period of time, ending upon the earlier of:

- (a) CLEC’s disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;
- (b) CLEC’s transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

SBC ILEC's transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 2.1 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC ILEC may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

2.1.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Embedded Base Rider, and subject to this Section 2, and subject to the conditions set forth in Section 2.1.1.1 below, SBC ILEC shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Superseded Agreement , and only to the extent such items were already being provided before March 11, 2005, in

conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

2.1.1.1 The Superseded Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be “loaded” and “activated” in the switch.

2.2 **Transitional Pricing for Embedded Base.** Notwithstanding anything in the Superseded Agreement, during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (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. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

Regardless of the execution or effective date of this Embedded Base Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

CLEC shall be fully liable to SBC to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3 **End of Transitional Period.** CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

2.3.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in Section 2.1.1, above] in place on March 11, 2006, SBC ILEC, without further notice or liability, will re-price such arrangements to a market-based rate.

3.0 Sections 1 and 2, above, apply and are operative regardless of whether CLEC is requesting the Affected Element(s), Mass Market ULS or Mass Market 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.

4.0 In entering into this Embedded Base Rider, 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 Embedded Base Rider) 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 review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA I*”) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II*”); the FCC’s 2003 Triennial Review Order and 2005 Triennial Review 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).

- 5.0** Except to the extent of the very limited purposes and time periods set forth in this Embedded Base Rider, this Embedded Base Rider, does not, in any way, extend the rates, terms or conditions of the Superseded Agreement beyond its term.
- 6.0** In all states other than Ohio, the Parties acknowledge and agree that this Embedded Base Rider shall be filed with, and is subject to approval by the applicable state commission and shall become effective ten (10) days following the date upon which such state commission approves this Embedded Base Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Embedded Base Rider is deemed approved by operation of law. In the state of Ohio only, the Parties acknowledge and agree that this Embedded Base Rider shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio (“PUCO”). Based upon PUCO practice, this Embedded Base Rider shall be effective upon filing and will be deemed approved by operation of law on the 31<sup>st</sup> day after filing.



IN WITNESS WHEREOF, this Embedded Base Rider to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by the Parties, signing by and through their duly authorized representatives

**ALLTEL Communications, Inc.**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**FACILITIES-BASED OCN # \_\_\_\_\_**

**ACNA \_\_\_\_\_**

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T ARKANSAS  
AND  
ALLTEL COMMUNICATIONS, INC.**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas<sup>1</sup> ("AT&T Arkansas") and ALLTEL Communications, Inc. ("CLEC") is hereby amended as follows:

1. Amend Price Schedule – Add DS3 Loop and Cross Connect Pricing which is attached hereto.
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.
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"). 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). The Parties acknowledge and agree that AT&T Arkansas has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Arkansas and as of the date of that election by AT&T Arkansas, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments 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 immediately

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<sup>1</sup> On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Arkansas as "AT&T Arkansas".


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.

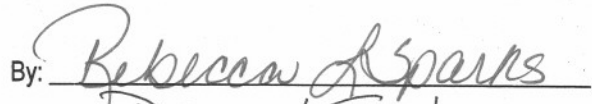
5. This Amendment shall be filed with and is subject to approval by the Arkansas Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 20<sup>th</sup> day of April, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**ALLTEL Communications, Inc.**

**Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas  
by AT&T Operations, Inc., its authorized agent**

By:   
Printed: MICHAEL D. Rhoda  
Title: SVP- Regulatory  
(Print or Type)  
Date: 4/18/06

By:   
Printed: Rebecca L. Sparks  
Title: Executive Director-Regulatory  
Date: 4-20-06

FACILITIES-BASED OCN # 7969

ACNA AEJ

