

**AGREEMENT**

**between**

**NEVADA BELL TELEPHONE COMPANY**

**and**

**ESCHELON TELECOM OF NEVADA, INC.**

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**PREFACE**

**AGREEMENT**

This Agreement, which shall become effective as of the \_\_\_\_ day of \_\_\_\_\_, 2000 ("Effective Date"), is entered into by and between Eschelon Telecom of Nevada, Inc., a Minnesota Corporation, having an office at 730 2<sup>nd</sup> Avenue S, Suite 1200, Minneapolis, Minnesota 55402, on behalf of itself, and its Affiliates (individually and collectively "CLEC"), and NEVADA BELL TELEPHONE COMPANY ("NEVADA"), a Nevada corporation, having an office at 1450 Vassar, Reno, Nevada.

**RECITALS**

WHEREAS, The Telecommunications Act of 1996 was signed into law on February 8, 1996 (the "Act") and substantially amends the Communications Act of 1934; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, NEVADA is an Incumbent Local Exchange Carrier; and

WHEREAS, NEVADA is willing to sell unbundled Network Elements and Ancillary Functions and additional features, as well as services for resale, on the terms and subject to the conditions of this Agreement; and

WHEREAS, CLEC is a Telecommunications Carrier and pursuant to Section 252 (i) of the Federal Telecommunications Act of 1996 CLEC and NEVADA have entered into an agreement on the same terms and conditions contained in the NEVADA/AT&T Communications of Nevada, Inc. Interconnection Agreement for the State of Nevada ("the underlying Agreement") for the provision of interconnection, unbundled Network Elements (including Ancillary Functions and additional features), and services pursuant to the Act and in conformance with NEVADA's duties under the Act; and

WHEREAS, the Parties have arrived at this Agreement through voluntary negotiations undertaken pursuant to the Act,

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

**DEFINITIONS and ACRONYMS**

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act, unless the context clearly indicates otherwise. For convenience of reference only, Attachment 2 provides a list of acronyms used throughout this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### **1. PROVISION OF LOCAL SERVICE AND UNBUNDLED ELEMENTS**

- 1.1. This Agreement and its Attachments are subject to the Act, regulations thereunder and relevant FCC and Commission decisions in effect on the Effective Date of this Agreement. The effect on this Agreement of changes in the Act, regulations thereunder and relevant FCC and Commission decisions is set forth in Section 8 of this Agreement.
- 1.2. This Agreement, which consists of this statement of General Terms and Conditions, and Attachments 1 through 18, inclusive, sets forth the terms, conditions and prices under which NEVADA agrees to provide to CLEC (a) services for resale (hereinafter referred to as "Local Services") and (b) certain unbundled Network Elements, Ancillary Functions and additional features and (c) other services or combinations of such Local Services, Network Elements, Ancillary Functions and other services ("Combinations") for CLEC's own use or for resale to others, and for purposes of offering telecommunications services of any kind. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to NEVADA's network and the reciprocal compensation for the transport and termination of telecommunications traffic. Unless otherwise provided in this Agreement, and except where not technically feasible in a given area, NEVADA will perform all of its obligations hereunder throughout its entire service area; provided, however, that NEVADA is not required to provide new Unbundled Network Elements, except at CLEC's request pursuant to Section 1.6 of Attachment 6, or to install new or improved facilities in areas where they do not currently exist, except as required by law or regulation or as mutually agreed to in writing by the Parties.
- 1.3. Subject to this Agreement and its Attachments, the Network Elements, Ancillary Functions, Combinations, Local Services, or other services

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provided pursuant to this Agreement may be connected to other Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided by NEVADA or to any Network Elements, Ancillary Functions, Combinations, Local Services or other services provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement and its Attachments, CLEC may, at any time add, delete, relocate or modify the Network Elements, Ancillary Functions, Local Services, Combinations or other services purchased hereunder.

- 1.4. NEVADA will not discontinue any unbundled Network Element, Ancillary Service or Combination thereof during the term of this Agreement without CLEC's consent, except (i) to the extent required by network changes or upgrades, in which event NEVADA will comply with the network disclosure requirements stated in the Act and FCC regulations thereunder; or (ii) if required by a final order of a court, the FCC or the Commission as a result of remand or appeal of the FCC's First Interconnection Order. In the event such a final order allows but does not require discontinuance, NEVADA may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if the Parties are unable to agree, either Party may submit the matter to the Alternative Dispute Resolution Process described in Attachment 3.
- 1.5. NEVADA will not withdraw any Local Service without providing sixty (60) days advance notice, from the date of notice to the date of withdrawal of the service, to CLEC of NEVADA's intent to withdraw the service, inclusive of the time to make any required filing with the Commission and to receive any required approval from the Commission. If NEVADA discontinues a Local Service or Combination of Local Services, NEVADA shall either (a) limit the discontinuance to new customers and grandfather the service for all CLEC resale customers who subscribe to the service as of the date of discontinuance; or (b) offer to CLEC for resale an alternative service, having substantially similar capabilities and terms and conditions.

## **2. TERM OF AGREEMENT; TRANSITIONAL SUPPORT**

- 2.1. This Agreement shall expire on August 6, 2001, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before August 6, 2001. In the event that such new terms are not renegotiated within such six (6) month period, either Party may submit the matter to the Alternative Dispute Resolution Process described in Attachment 3.

NEVADA recognizes that the Network Elements, Ancillary Functions, Combinations, Local Services and other services provided hereunder are vital to CLEC and must be continued without interruption, and that CLEC may itself provide or retain another vendor to provide such comparable Network Elements, Ancillary Functions, Combinations, Local Services or other services. NEVADA and CLEC agree to cooperate in an orderly and efficient transition to CLEC or another vendor. NEVADA and CLEC further agree to cooperate in effecting the orderly transition to CLEC or another vendor such that the level and quality of the Network Elements, Ancillary Functions, Combinations, Local Services, and other services are not degraded and to exercise their best efforts to effect an orderly and efficient transition. CLEC shall be responsible for coordinating such transition.

3. **GOOD FAITH PERFORMANCE**

In the performance of their obligations under this Agreement, the Parties shall 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 shall not be unreasonably delayed, withheld or conditioned.

4. **OPTION TO OBTAIN LOCAL SERVICES OR NETWORK ELEMENTS UNDER OTHER AGREEMENTS**

At CLEC's request and pursuant to Section 252 of the Act, regulations thereunder and relevant court decisions, NEVADA shall make available to CLEC, without unreasonable delay, any interconnection, service or network element contained in any agreement to which NEVADA is Party that has been filed and approved by the Commission.

4.1.1 This agreement contains certain dates and/or time periods provided for in the underlying agreement which may extend beyond the termination date of this agreement. The parties understand and agree that such dates and/or time periods are automatically superseded by the termination date of this agreement and shall not, in any way, be construed to extend the term of this agreement beyond the termination date set forth in such agreement. In the event that any date and/or time period extends beyond the termination date set forth in this agreement, neither party shall be obligated to fulfill such commitment unless the parties agree otherwise or mutually agree to extend the term of the agreement.

5. **RESPONSIBILITY OF EACH PARTY**

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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 all 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 therefrom 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 shall 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 that Party's obligations hereunder.

6. **GOVERNMENTAL COMPLIANCE**

CLEC and NEVADA each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement; or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and NEVADA 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. NEVADA 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 NEVADA to provide the Network Elements, Ancillary Functions, Combinations, Local Services and other services pursuant to this Agreement. To the extent necessary, CLEC will cooperate with NEVADA in obtaining such rights and privileges.

7. **RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**

7.1. CLEC shall in no event be liable to NEVADA for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected work location, provided that activities of CLEC or its agents did not cause or contribute to a release. NEVADA shall indemnify, defend (at CLEC's request) and hold harmless CLEC, 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) any environmental hazard that NEVADA, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which NEVADA is responsible under applicable law.

- 7.2. NEVADA shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard that NEVADA did not introduce to the affected Work Location, provided that actions of NEVADA or its agents did not cause or contribute to a release. CLEC shall indemnify, defend (at NEVADA's request) and hold harmless NEVADA, 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) any environmental hazard that CLEC, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which CLEC is responsible under applicable law.

## 8. **REGULATORY MATTERS**

- 8.1. NEVADA shall be responsible for obtaining and keeping in effect all FCC, 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 shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its obligations under this Agreement, and with its offering of services to CLEC Customers contemplated by this Agreement. CLEC shall reasonably cooperate with NEVADA in obtaining and maintaining any required approvals for which NEVADA is responsible, and NEVADA shall reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 8.2. To the extent that NEVADA is required by any Governmental Authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, the terms of this Agreement shall control, unless this Agreement links a term, condition or price in this Agreement to a specific tariff, in which case the terms of the tariff as modified from time to time will apply. If, subsequent to the effective date of any tariff incorporated by reference into this Agreement, NEVADA is ordered not to file tariffs with the state regulatory commission or the FCC, or is permitted not to file tariffs (and elects not to do so), either generally or for specific Network Elements, Ancillary Functions, Combinations, Local Services or other

services provided hereunder, the terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted shall, to the degree not inconsistent with this Agreement, be deemed incorporated in this Agreement by reference.

- 8.3. In the event that any final and nonappealable legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment hereto inoperable, materially affects any material terms of this Agreement, or materially affects the ability of CLEC or NEVADA to perform any material terms of this Agreement, CLEC or NEVADA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Section 16 and Attachment 3.

9. **LIABILITY AND INDEMNITY**

- 9.1. **Liabilities of CLEC** - CLEC's liability to NEVADA during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 9.3 and 9.4, shall not exceed the total of any amounts due and owing by CLEC to NEVADA under this Agreement during the Contract Year during which such cause accrues or arises.
- 9.2. **Liabilities of NEVADA** - NEVADA's liability to CLEC during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 9.3 and 9.4, shall not exceed two million five hundred thousand Dollars (\$2,500,000).
- 9.3. **No Consequential Damages** - NEITHER CLEC NOR NEVADA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY

SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 9 SHALL LIMIT NEVADA'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NEVADA'S OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

- 9.4. Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status or the actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's customer's use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.
- 9.5. Obligation to Defend; Notice; Co-operation** - Whenever a Claim shall arise for indemnification under Section 9.4, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth

below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant 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 shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall 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 shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

## 10. **AUDITS AND INSPECTIONS**

- 10.1. Subject to NEVADA's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, CLEC may audit NEVADA's books, records, and other documents once in each Contract Year, for the immediately proceeding twelve (12) month period, for the purpose of evaluating the accuracy of NEVADA's billing and invoicing for services provided by NEVADA to CLEC hereunder; provided, however, that CLEC may not request such an audit less than ninety (90) days after another audit request under this Section 10.1. CLEC may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to NEVADA.
- 10.2. Subject to CLEC's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, NEVADA may audit CLEC's books, records, and other documents once in each Contract Year, for the immediately proceeding twelve (12) month period, for the purpose

of evaluating the accuracy of CLEC's billing and invoicing for services provided by CLEC to NEVADA hereunder; provided, however, that NEVADA may not request such an audit less than ninety (90) days after another audit request under this Section 10.2. NEVADA may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to CLEC.

- 10.3. Each Party shall promptly correct any billing or invoicing errors that are revealed in an audit, including making refund of any overpayment in the form of a credit, or payment of any under payment in the form of a debit, on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Attachment 3.
- 10.4. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of each Party's billing and invoicing.
- 10.5. Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least three percent (3%) of the amounts payable by the Party being audited under this Agreement during the period covered by the audit.
- 10.6. Audits shall be at the requesting Party's expense, subject to reimbursement by the audited Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the requesting Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges to the requesting Party under this Agreement during the period covered by the audit.
- 10.7. Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the requesting Party the amount of any overpayment, plus interest at the prime rate compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 10.8. Upon (i) the discovery by either Party of underpayments not previously paid to the other Party, or (ii) the resolution of disputed audits, the audited Party shall promptly pay the other Party the amount of any underpayment,

plus interest at the prime rate compounded daily from the date of underpayment to and including the date that payment is actually made.

- 10.9. Subject to NEVADA's reasonable security requirements, CLEC shall have the audit rights specified in this subsection 10.9 in addition to the financial audit rights provided above. CLEC may inspect once, in each Contract Year, NEVADA's books, records, and other documents relevant to (a) any one or more of the Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided to CLEC for the purpose of evaluating NEVADA's compliance with the terms and conditions of this Agreement; (b) NEVADA's compliance with Attachment 17 and (c) NEVADA's compliance with Attachment 18. Should any such audit show that NEVADA is materially out of compliance with its obligations under this Agreement, CLEC may conduct additional audits in each Contract Year, provided that CLEC may not audit NEVADA under this Section 10.9 more than one time in any ninety (90) day period. CLEC employees may conduct audits pursuant to this Section 10.9, unless NEVADA reasonably maintains that the books, records and other documents relating to CLEC are impossible or impractical to segregate from documents containing proprietary information of other parties, in which case, the audit shall be conducted by a mutually designated third Party auditor, with the expense shared equally by the Parties, provided, however, that (a) if the auditor finds that NEVADA has complied with the Act or this Agreement, CLEC shall pay for the audit; and (b) if the auditor finds that NEVADA has not complied with the Act or this Agreement, NEVADA shall pay for the audit.

## 11. **PERFORMANCE STANDARDS AND REMEDIES**

- 11.1 The Parties agree that customer satisfaction is a goal that can only be achieved through cooperation of the Parties. NEVADA agrees to measure performance, as outlined in Attachment 17. The measurements contained in Attachment 17 may change from time to time by mutual agreement of the Parties. NEVADA agrees to provide to CLEC a level of service that is at parity with the service NEVADA provides to itself, its affiliates or other, at the same terms and conditions.
- 11.2 Within ninety (90) days of the effective date of this Agreement, the Parties will meet to develop and mutually agree to performance and business process improvement procedures.
- 11.3 The Parties may amend, modify, delete or add business process improvement procedures by mutual agreement and modification of Attachment 17.

## 12. **UNCOLLECTIBLE OR UNBILLABLE REVENUES**

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12.1. Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

13. **CUSTOMER CREDIT HISTORY**

CLEC and NEVADA agree to work together to jointly propose to the Commission a method to permit the Parties to make available to each other on a timely basis customer payment history components for each person or entity that applies for local or intraLATA toll Telecommunications Service(s) from either carrier, and for each unpaid closed account.

14. **FORCE MAJEURE**

14.1. Except as otherwise specifically provided in this Agreement, neither Party shall be liable for any delay or failure in performance of any part of this Agreement 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, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2. Notwithstanding subsection 14.1, preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, (ii) if the delay or failure relates to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

15. **CERTAIN STATE AND LOCAL TAXES**

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other

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Party by mutual written agreement of the Parties, provided, however, that the other Party has not acted in a manner that has materially impaired the ability of the liable Party to contest the tax or the amount of the tax (and interest and penalties, etc.) regardless of whether the impairment was foreseeable. If the other Party has materially impaired the ability of the liable Party to contest the tax or the amount of the tax, the Party causing the impairment shall be liable for the tax (interest and penalties, etc.) caused by the Party's impairment. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party.

16. **ALTERNATIVE DISPUTE RESOLUTION**

All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof, except those arising pursuant to Attachment 13, Connectivity Billing and Recording, shall be resolved according to the procedures set forth in Attachment 3. Disputes involving matters subject to the Connectivity Billing and Recording provisions contained in Attachment 13, shall be resolved in accordance with the Billing Disputes section of Attachment 13. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any CLEC or NEVADA Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section 16 nor Attachment 3 shall be construed to prevent either Party from (a) invoking a remedy required by the Act, FCC, or Commission regulations thereunder or (b) seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 3.

17. **NOTICES**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to CLEC:

J. Jeff Oxley  
Vice President & General Counsel  
Eschelon Telecom of Nevada, Inc.  
730 2<sup>nd</sup> Avenue S, Suite 1200

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Minneapolis, Minnesota 55402

If to NEVADA:

Contract Administration  
ATTN: Notices Manager  
311 S. Akard, 9<sup>th</sup> Floor  
Four Bell Plaza  
Dallas, Texas 75202

and

John W. Bogy  
General Counsel  
Nevada Bell Telephone Company  
645 E. Plumb Ln., Room 132  
Reno, NV 89502

Either Party may unilaterally change its designated representative and/or address 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 shall be deemed given when received.

18. **CONFIDENTIALITY AND PROPRIETARY INFORMATION**

18.1. For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC Customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Attachment 14, whether disclosed by CLEC to NEVADA or otherwise acquired by NEVADA in the course of the performance of this Agreement, shall be deemed Confidential Information of CLEC for all purposes under this Agreement.

18.2. For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement; (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under

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this Agreement; and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, such disclosure must be mutually agreed to in writing by the Parties to this Agreement, and the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 18.3. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5. The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by NEVADA. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the intended disclosure, and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order that covers the Confidential Information to be disclosed.
- 18.6. Each Party's obligations to safeguard Confidential Information disclosed

prior to expiration or termination of this Agreement shall survive such expiration or termination.

- 18.7. Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8. Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
- 18.9. Nothing in this Section 18 shall prevent NEVADA from using Recorded Usage Data for the limited purpose of network planning and management.

19. **BRANDING**

Services offered by CLEC that incorporate Network Elements, Ancillary Functions or Combinations made available to CLEC pursuant to this Agreement, and Local Services that CLEC offers for resale shall be branded as stated in the Attachments to this Agreement. In no event shall NEVADA personnel installing or repairing CLEC Local Service, Network Elements, or Combinations initiate a conversation with the end user customer to market NEVADA product or services. NEVADA personnel shall respond to any inquires from end users or consumers concerning NEVADA's products or services by providing a telephone number to call for information.

20. **MISCELLANEOUS**

**20.1. Delegation or Assignment** - Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which will not be unreasonably withheld. Any prohibited assignment or delegations shall be null and void.

**20.2. Subcontracting** - If any obligation under this Agreement is performed through a subcontractor, the original Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and shall be solely responsible for payments due its subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third Party in connection with the provision of Local Services or Network Elements hereunder shall provide for any indemnity, guarantee or

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assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

- 20.3. Nonexclusive Remedies** - Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.
- 20.4. No Third-Party Beneficiaries** - Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.
- 20.5. Referenced Documents** - Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, Pacific Bell/Nevada Bell Telephone Company 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 such 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, Pacific Bell/Nevada Bell Telephone Company Practice, or publication of industry standards . Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree which requirement shall apply.
- 20.6. Governing Law** - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Nevada other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Reno, Nevada and waive any and all objections to Nevada venue.
- 20.7. Publicity and Advertising** - Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.
- 20.8. Amendments or Waivers** - 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, shall be effective unless the same is in writing and signed either by an officer of the Party against whom such amendment, waiver or consent is claimed or by the designated representative of such an officer. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act.

**20.9. Severability** - If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall 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 shall promptly negotiate a replacement provision or provisions.

**20.10. Entire Agreement** - This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, 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.

**20.11. Definitions:** The definitions contained in Attachment 1 are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in Attachment 1 or any other part of this Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Attachments and any specific definition in an Attachment other than Attachment 1 shall supersede the definition in Attachment 1.

**20.12. Survival of Obligations** - 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 indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

**20.13. Executed in Counterparts** - This Agreement may be executed in any

number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

**20.14. Headings of No Force or Effect** - The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

In witness whereof, the Parties have executed this Agreement through their authorized representatives.

<b>*NEVADA BELL TELEPHONE COMPANY</b> BY SBC TELECOMMUNICATIONS, INC., ITS AUTHORIZED AGENT	<b>ESCHELON TELECOM OF NEVADA, INC.</b>
By: <u>OR [Signature]</u> John Stankey President-Industry Markets	By: <u>[Signature]</u> VP. General Counsel
<u>1-16-01</u> , 2000	<u>Dec 27</u> , 2000
AECN/OCN #1774/7099 AYD	

\*Nevada Bell is paying reciprocal compensation for ISP traffic under this Agreement solely because the Commission has ordered it to make such payments. Nevada Bell is appealing such Commission decision(s) and is making these payments under protest and without waiver of any rights on this issue, including the right to require modification of the Agreement to exclude payment of reciprocal compensation for ISP traffic if the Commission decision(s) as to that issue is reversed. Until such reversal occurs, Nevada Bell will pay reciprocal compensation, subject to retroactive refund, for ISP traffic under this Agreement.

\*In addition, Nevada Bell believes it is entitled to receive compensation for its facilities used in the carriage of traffic originated in a local calling area but transported beyond that local calling area by a toll-free incoming service including, but not limited to, 800 service, 800-like service, FGA, FGA-like service and foreign exchange or foreign exchange-like services. The Commission has ruled that this type of traffic is not local.

\*As a condition precedent to Nevada Bell making payments directly to CLEC under this

interconnection agreement and in order to assure the financial ability of CLEC to pay retroactive refunds related thereto, CLEC will post a bond, letter of credit, guaranty or other security reasonably acceptable to Nevada Bell in an amount equal to the amount to be paid to CLEC for ISP traffic. In the absence of such security, Nevada Bell will make such payments into a trust or escrow account. As additional amounts are to be paid by Nevada Bell, the bond, letter of credit, guaranty or other security must be increased dollar for dollar. Such bond, letter of credit, guaranty or other security will be used to satisfy any refund, in whole or in part, of the compensation paid by Nevada Bell that may be warranted based on any legislative, regulatory or legal action, including, without limitation: (i) any appeal of the Commission decision(s) to require such payments, (ii) the pending appeal of the FCC's Declaratory Ruling released February 26, 1999, Bell Atlantic Companies v. FCC, et al; No. 99-1094 (D.C. Circuit, filed March 8, 1999), and (iii) the pending FCC proceeding relating to Internet reciprocal compensation, see In re Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Notice of Proposed Rulemaking (released February 26, 1999). Such bond, letter of credit, guaranty or other security will be maintained until sixty days after these proceedings, and any associated appeals and regulatory proceedings on remand of these proceedings are finally resolved or, if earlier, the refunds have actually been made. Such bond, letter of credit, guaranty or other security must be payable by an entity (which may include a corporate affiliate of CLEC) domiciled in the United States that maintains at least an investment grade (BBB 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. The requirement for such bond, letter of credit, guaranty or other security will be deemed satisfied if CLEC itself maintains such debt or credit rating.

\*By executing this MFN Agreement providing certain rates, terms and conditions, Nevada Bell reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. It is Nevada Bell's intent and understanding of state and federal law, that any appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996), (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), Nevada Bell believes the Parties should immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, Nevada Bell believes the Parties should expend

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diligent efforts to incorporate the results of such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

\*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under this Agreement), Nevada Bell does not waive any of its rights, remedies or arguments with respect to such decisions, including its right to seek legal review (including a stay pending appeal) of such decisions or modifications to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Nevada Bell's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Nevada Bell further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.

\*The Parties acknowledge and agree that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech is obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Following SBC/Ameritech's transition of such Advanced Services to its structurally separate affiliate(s), the Parties acknowledge and agree that SBC-13 State shall have no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC, and shall have no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth herein

#### **A. Applicability of Other Rates, Terms and Conditions**

\*This Agreement, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element

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provided hereunder.

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# **ATTACHMENT 1**

## **DEFINITIONS**

## DEFINITIONS

1. "Access Tandem Switches" are switches used to connect End Offices to Interexchange Carrier switches. NEVADA's Access Tandem Switch is also used to connect and switch traffic between and among Central Office Switches.
2. "Act" means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission.
3. "Advanced Intelligent Network (AIN) Trigger Capability" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.
4. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
5. "Ancillary Functions" are services or facilities that NEVADA offers to CLEC so that CLEC may obtain and use unbundled Network Elements or NEVADA services to provide telecommunications services to CLEC's customers. Ancillary Functions include collocation and rights of way, and may include other services or facilities as mutually agreed to by the Parties.
6. "Applicable Law" shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any Governmental Authority, including without limitation those relating to the environment, health and safety, which apply or relate to Work Locations or the subject matter of this Agreement.
7. "CLEC Customer" means the relationship for a specific service with any business or residential customer to the extent such customer purchases CLEC services.
8. "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party. "ANI" is also used to identify the calling number to 911 PSAPs.
9. "Automatic Location Identification/(ALI)" means the feature of E911 that displays at the PSAP the address of the calling telephone number. This feature requires a

data storage and retrieval system for translating telephone numbers to the associated address. ALI information may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Identification (ALI) databases.

10. "Automatic Route Selection (ARS)" is a service feature that provides for automatic selection of the most appropriate outbound route for each call based on criteria programmed into the system.
11. "Busy Line Verification" or "BLV" means a service in which an end user requests an operator to confirm the busy status of a line.
12. "Busy Line Verification and Interrupt" or "BLVI" means a service in which an end user requests an operator to confirm the busy status of a line and requests an interruption of the call.
13. "CABS" means the Carrier Access Billing System.
14. "Calling Party Number (CPN)" means a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.
15. "Central Office Switch" or "Central Office" means a switching entity within the public switched telecommunications network, including but not limited to End Office Switches and Tandem Switches. Central Office Switches may be employed as combination End Office/Tandem Switches.
16. "CLC Operations Handbook" means Sections 16.6 and 16.7 of the CLC Handbook, which address NEVADA's Operations and Administration interfaces for local interconnection and SS7.
17. "Centralized Message Distribution System (CMDS)" means the transport system that LECs use to exchange outcollect and CABS access messages among each other and other parties connected to CMDS.
18. "Charge Number" means a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
19. "Centrex" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features.
20. "CLASS (Custom Local Area Signaling Service) and Custom Calling Features" means a grouping of optional enhancements to basic local exchange service that

offers special call handling features to end users (e.g., call waiting, call forwarding and automatic redial).

21. "Combination" shall have the meaning set forth in 47 C.F.R. Section 51.315.
22. "Commission" means the Public Service Commission of Nevada.
23. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call. Signaling System 7 (SS7) is the CCS network presently used by telecommunications carriers.
24. "Competitive Local Carrier (CLC)" or "Competitive Local Exchange Carrier (CLEC)" is a carrier who competes in the provision of local exchange telecommunications service and is not an Incumbent LEC as defined by 47 U.S.C., Section 251 (h) of the Act.
25. "Conduit" means a tube or similar enclosure that may be used to house communication or communications-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An inner duct means a separate tube or enclosure within a conduit.
26. "Confidential Information" has the meaning set forth in Section 18.1 of the General Terms and Conditions.
27. "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
28. "Control Office" means an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
29. "Cross Connection" means an intra-wire center channel connecting separate pieces of telecommunications equipment.
30. "Customer Usage Data" means the local Telecommunications Services usage data of an CLEC Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by NEVADA and forwarded to CLEC.
31. "Directory Number Call Forwarding (DNCF)" means an interim form of Service Provider Number Portability (SPNP) which is provided through existing and available call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

32. "Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.
33. "DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
34. "DS-0" means a digital signal rate of 64 Kilobits per second (kbps).
35. "DS-1" means a digital signal rate of 1.544 Megabits Per Second (Mbps).
36. "DS-3" means a digital signal rate of 44.736 Mbps.
37. "E911 Management System (MS)" A system of computer programs used by NEVADA to create, store and update the data that provides Selective Routing <sup>(SM)</sup> and / or Automatic Location Identification (ALI).
38. "E911 Management System Gateway" is a processor that can relieve the host computer (management system) of performing certain tasks, such as message handling, code conversion, error control and application functions.
39. "E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.
40. "Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.
41. EISCC" or "Expanded Interconnection Service Cross Connect" means the connection between the collocation Point of Termination (POT) and the unbundled Network Element or interconnection point to a switched or dedicated service in NEVADA's network.
42. "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.
43. "End Office Switches" are switches from which end users' Exchange services are directly connected and offered.
44. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions)

or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

45. "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.
46. "Exchange Service" is as defined in the Act.
47. "FCC" means the Federal Communications Commission.
48. "First Interconnection Order" means the First Report and Order issued In the Matter of Implementation of the Local Competition provision in the Telecommunications Act of 1996 (CC Docket No. 96-98, FCC 96-325) (released August 8, 1996).
49. "Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction.
50. "ILEC" shall mean "Incumbent Local Exchange Carrier" as defined in the Act.
51. "Interconnection" is as described in the Act.
52. "Interexchange Carrier (IEC or IXC)" means a provider of interexchange telecommunications services.
53. "Interim Number Portability" or "INP" means the delivery of service provider Number Portability capabilities through the use of switch-based call routing as described in 47 C.F.R. Section 52.7.
54. "Integrated Services Digital Network" or "ISDN" means a digital switched network service. "Basic Rate ISDN" provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. "Primary Rate ISDN" provides for 23 bearer and 1 data channels.
55. "LEC" shall mean "Local Exchange Carrier" as defined in the Act.
56. "Line Information Data Base(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also

contains validation data for collect and third number-billed calls, which include billed number screening.

57. "Line Side" refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
58. "Link" has the meaning set forth in Attachment 6, Section 6.
59. "Local Calls" are calls that are completed where there is no charge for the completion of the call in NEVADA's serving territory as defined by the Commission.
60. "Local Exchange Routing Guide" or "LERG" means a Bellcore Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations, and office functionality.
61. "Local Exchange Traffic" means traffic originated on the network of a LEC in a LATA and completed directly between that LEC's network and the network of another LEC in that same LATA, including intraLATA toll traffic and traffic originated to or terminated from LECs not party to this Agreement. Local Exchange Traffic does not include traffic that is routed to or terminated from the network of an IXC.
62. "Local Interconnection Trunks/Trunk Groups" are used for the termination of Local Exchange Traffic, using Bellcore Technical Reference GR-317-CORE ("GR-317").
63. "Local Loop" shall have the meaning set forth in 47 C.F.R. Section 51.319(a).
64. "Local Number Portability (LNP)" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
65. "Local Service" has the meaning set forth in Attachment 5, Section 1.1.
66. "Loop" has the meaning set forth in Attachment 6, Section 6.
67. "MECAB" means the Multiple Exchange Carrier Access Billing document prepared under the direction of the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (ATIS) , Section 23.1 of Part 1. The MECAB document, published by Bellcore as Special Report SR-BDS-000983,



contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLCs), or by one LEC or CLEC in two or more states within a single LATA.

68. "Meet Point Trunks/Trunk Groups (MPTGs)" are used for the joint provision of Switched Access services, utilizing Bellcore Technical References GR-394-CORE ("GR-394") and GR-317 CORE ("GR-317"). MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
69. "MECOD" means the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access and other connectivity service which is to be provided by two or more local carriers (including a LEC and a CLC), or by one LEC or CLC in two or more states within a single LATA.
70. "Mid-Span Meet" means an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.
71. "911 Service" means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the authority designated to receive such calls.
72. "Network Element" is as defined in the Act.
73. "NEVADA" means Nevada Bell.
74. "North American Numbering Plan (NANP)" means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.
75. "Numbering Plan Area (NPA)" is also sometimes referred to as an area code and the three digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized telecommunications service which may be

provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

76. "Number Portability" is as defined in the Act.
77. "NXX", "NXX Code" or "Central Office Code" means the three-digit switch entity indicator that is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
78. "OBF" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
79. "Originating Line Information (OLI)" is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
80. "Party" means either CLEC or NEVADA. "Parties" means CLEC and NEVADA.
81. "Percent Local Usage" or "PLU" means a percentage amount that represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance, BLV/BLVI, 900, transiting calls from other LECs, WSP traffic and interLATA Switched Access calls are not included in the calculation of PLU.
82. "Permanent Number Portability (PNP)" means a long-term solution to provide LNP for all customers and all providers consistent with the Act and implementing regulations.
83. "Physical Collocation" shall have the meaning set forth in 47 C.F.R. Section 51.5.
84. "Point of Interconnection" or "POI" means a physical location at which the Parties' networks meet for the purpose of establishing interconnection. POIs include a number of different technologies and technical interfaces based on the Parties' mutual agreement.
85. "Pole Attachment" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
86. "Port" means a termination point in the end office switch. For purposes of general illustration, a Port includes a line card and associated peripheral equipment on an End Office Switch which serves as the hardware termination for line or trunk side facilities connected to the End Office switch. Each line side Port is typically associated with one or more telephone numbers that serve as the customer's network address.

87. "Public Safety Answering Point (PSAP)" means the designated agency to which calls to E911/911 services are routed.
88. "Rate Center" identifies the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLC) for its provision of Exchange Services. The rate point is a geographic location identified by specific V&H (Vertical and Horizontal) coordinates, which are used to measure distance sensitive end user traffic to/from the particular NPA-NXX designations with the specific Rate Center.
89. "Rating Point" means the Vertical and Horizontal (V&H) coordinates associated with a particular telephone number for rating purposes.
90. "Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.
91. "Recipient" means that Party to this Agreement to which Confidential Information has been disclosed by the other Party.
92. "Recorded Usage Data" has the meaning set forth in Attachment 14.
93. "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.
94. "Right of Way (ROW)" means the right to use the land or other property of a third party or governmental authority to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.
95. "Routing Point" means a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

96. "Served Premises" means collectively, the CLEC designated locations to which CLEC orders Network Elements, Ancillary Functions or Combinations.
97. "Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.
98. "Service Provider Local Number Portability" shall have the same meaning as Number Portability as defined in the Act and FCC regulations thereunder.
99. "Signal Transfer Point" or "STP" means equipment that performs a packet switching function that routes signaling messages among SSPs, SCPs, Signaling Points (SPs), and other STPs in order to set up calls and to query databases for advanced services.
100. "Special Construction" shall have the meaning set forth in NEVADA's PUC OF NEVADA Tariff No. A4.2. as of the Effective Date of this Agreement and shall not be subject to change except upon mutual agreement of the Parties (even if the underlying tariff changes), provided that CLEC will be treated no less favorably than NEVADA treats its own end-user customers.
101. "Switched Access" service means an offering of access to services or facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access services includes: Feature Group A (FGA), Feature Group B (FGB), Feature Group C (FGC), Feature Group D (FGD), Toll Free Service, 700 and 900 access. Switched Access service does not include traffic exchanged between LECs for purposes of local exchange interconnection.
102. "Switched Access Meet Point Billing" means a billing arrangement used when two or more LECs jointly provide a Switched Access service over Meet Point Trunks, with each LEC receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the LECs will decide whether a single bill or multiple bill will be sent. If the LECs cannot agree, multiple bills will be sent.
103. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
104. "Toll Traffic" means IntraLATA traffic falling outside of the normal free calling area as defined by the Commission.

105. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free, i.e., 800-like, service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.
106. "Transit Rate" is the rate that applies to local and toll calls sent between a LEC and a CLC destined for a third-party LEC or CLC.
107. "Trunk-Side" refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity, for example, another Central Office switch. Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
108. "Unbundled Services Cross Connect" or "USCC" is a connection between an unbundled link, which terminates at the distribution frame, and the digital cross connect system, for the purpose of combining an unbundled link and NEVADA unbundled transport when multiplexing is required.
109. "Virtual Collocation" shall have the meaning set forth in 47 C.F.R. Section 51.5.
110. "Voluntary Federal Customer Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.
111. "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities CLEC or NEVADA or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by-products), except for substances and materials that CLEC, NEVADA or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.
112. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. A NEVADA Bell Wire Center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of collocation, Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto, as modified by subsequent FCC decisions.

113. "Wireless Service Provider or "WSP" means a provider of Commercial Mobile Radio Services (CMRS) e.g., cellular service provider, Personal Communications Services provider, or paging service provider.
114. "Work Locations" means any real estate that CLEC or NEVADA, as appropriate, owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
1	Internetwork provisioning information and guidelines.	CLC Handbook-LISA, Section 5E, <i>Provisions of LISA</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		LISA Interface Specification, Section 2, <i>Architecture</i>		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
2	SS7 and other critical internetwork compatibility testing.	CLC Operations Handbook-SS7, Sec. 3, <i>Pre-service/Protocol Tests</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing</i> .	CCNIS CCS Network Interface Specification	
		NOF Handbook, Section III, 3G, <i>SS7 Compatibility Testing</i> .		
3	Special protocol implementation agreements.	CCS Network Interface, Section 2.3, <i>Interface Protocol Messages</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		TR-246, T1.114 (SCCP) & T1.116 (SCCP); GR-317 and GR-394.	CCNIS CCS Network Interface Specification	
		CCS Questionnaire, Sec IV, D-2 <i>Switch Parameters</i> .		
4	Diversity requirements.	CCS Network Interface, Section 4.1, <i>Diversity Definition</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Handbook-911, Section 7A4, <i>Limitations, Terms &amp; Conditions</i> .		
		NOF Handbook, Section III, 2D, <i>Link Responsibilities - Diversity</i> .	CCNIS CCS Network Interface Specification	

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
5	Installation, maintenance guidelines and responsibilities.	CLC Operations Handbook-LISA, Section 2, <i>Responsibilities</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook-SS7, Section 2, <i>Responsibilities</i> .		
		CLC Handbook-Link, Pgs 1-2, <i>CLEC &amp; PB Responsibilities</i> .		
6	Network security requirements.	CLC Operations HB-LISA, 4L-M, <i>Call Trace (Emergency &amp; Fraud)</i> .	CLEC Corporate Security Guidelines CSI-1.01 Admission to CLEC Premises CSI-1.10 Physical Security-Spaces CSI-1.13 Phy Sec Netwrk Elements	Interconnection Agreement Between CLEC and Nevada Bell.
7	Performance standards and service level agreements.	LISA Interface Specification, Sec 4, <i>Performance</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
8	Specific versions/issues of protocol or interface specifications.	CCS Network Interface, Section 1.4, <i>Related Documents</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	CCNIS CCS Network Interface Specification



Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
9	Maintenance procedures, including trouble reporting, status, etc.	CLC Operations Handbook-LISA, Section 4, <i>Maintenance</i>	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook-SS7, Section 4, <i>Maintenance</i>		
10	Internetwork trouble resolution and escalation procedures.	CLC Operations HB-LISA, Sec 4C, <i>Sectionalization</i> ; Sec 6 <i>Escalations</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations HB-SS7, Sec 4C, <i>Sectionalization</i> ; Sec 6 <i>Escalations</i> .		
		Interconnection Agreement between ____ and Nevada, _____ 1998		
11	In-depth root cause analysis of significant failures.	S.I. 131 - <i>Customer Service Quality Failure Report (Analysis)</i> .	Interconnection Agreement between CLEC and Nevada Bell, 1998. Supplier Performance Report	
12	Explicit forecasting information re: direct and subtending traffic.	CLC HB, Section 9, Appendix F, <i>Interconnection Forecasts</i> .	Interconnection Agreement between CLEC and Nevada Bell, 1998	
13	Explicit expectations regarding interoperability testing requirements.	CLC Operations Handbook-SS7, Sec. 3, <i>Pre-service/Protocol Tests</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
		CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>	Bellcore Signaling Spec SS7 Bellcore Signaling Network Interface Specification MTP/ISUP	
14	Network management (network element growth, NPA splits, etc.).	CLC Operations HB-LISA, Section 2E, <i>Network Management Guidelines.</i>	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		NOF Handbook, Section VI, <i>Network Management Guidelines.</i>		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
15	Operating procedures.	CLC Operations Handbook - LISA (all sections).	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook - SS7, (all sections).		
16	Routing and screening administration.	LISA Interface Specification, Section 2.2, <i>Routing &amp; Screening.</i>	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CCS Network Interface, Section 2.2, <i>Routing &amp; Screening (MTP/SCCP).</i>	Bellcore Signaling Spec SS7 Bellcore Signaling Network Interface Specification MTP/ISUP	
		Interconnection Agreement between _____ and Nevada, _____ 1998		

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
17	Synchronization design and Company-wide coordinator(s).	CLC Operations Handbook-SS7, Section 3E, <i>Synchronization</i> .	CLEC TR-60110 Digital Synchronization Network Plan  CLEC Practice 365-575-100  TR-NWT-001244 Clocks for the Synchronized Network: Common Generic Criteria	ANSI T1.101, T1-105.03  Bellcore GR253 Core SONET  Bellcore TR1244 Clocks for Synchronous Networks  ANSI Approved Draft Standard  T1.105.09 SONET: Timing and Synchronization
18	Performance requirements.	LISA Interface Specification, Sec 4, <i>Performance</i> .	TR-54020 Vol. 1&2  CLEC specification of Common Channel Signaling System No. 7.	
19	Responsibility assignment (facility assignment, testing, control, etc.).	CLC Operations Handbook - LISA (throughout).	TR-54020 Vol. 1&2  CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations Handbook - SS7, (throughout).		
		Interconnection Agreement between _____ and Nevada, _____ 1998		
20	Information sharing for analysis and problem identification.	CLC Oprs HB-LISA, <del>Sec 4C</del> Section- <i>alization</i> & 5 <i>Intercarrier Testing</i> .	TR-54020 Vol. 1&2  CLEC specification of Common Channel Signaling System No. 7.	
		NOF Handbook, Section VII, <i>Information Sharing</i> .		

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Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
21	Network transition and service rearrangement management.	CLC Operations Handbook-LISA, Sec 3G, <i>Rearrangements</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations HB-SS7, Sec 3I, <i>Signaling Link Rearrangements</i> .		
		CCS Questionnaire, Sec III, 2 <i>Trunk Conversion Considerations</i> .		
22	Calling Party Number privacy management.	CLC HB-LISA, Section 5E, <i>Prerequisites, Limitations &amp; Restrictions</i> .	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
23	Traffic engineering design criteria and capacity management.	Interconnection Agreement between ____ and Nevada, _____ 1998	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
24	Tones and announcements for unsuccessful call attempts.	CLC Operations HB-LISA, Section 9D, <i>Tones and Announcements</i> .	Compatibility Bulletin 154 Specifications for Special Information Tones(SIT) for Encoding Recorded Announcements	
		CCS Network Interface, Section 3.4, <i>Tones and Announcements</i> .		
		NOF Handbook, Section III, Pg 17, <i>Tones and Announcements</i> .		

Bilateral Agreement Template

	Topic	Nevada Bell Reference(s)	CLC Reference(s)	Notes / Status
25	Mutual aid agreement(s).	CLC Handbook, Section 7B1, <i>Emergency Preparedness.</i>	PATH Network Capacity Management Disaster Management Plan	
		<i>Agreement between BCCs for Nat'l Security Emergency Preparedness.</i>		
		<i>Mutual Aid Agreement Among IEC and LEC Carriers in California ....</i>		
26	Emergency communications plan.	Emergency Preparedness & Response Program, Tab 4, <i>Communications.</i>	Customer Connectivity Emergency Response Plan-CNSC Disaster Management Plan, Disaster Restoration Pre-Plans CLEC/Nevada Bell.	
		NOF Handbook, Section III, Pg 16, <i>Emergency Communications.</i>		
		CLC Operations HB-SS7, Sec 9b, <i>CCS Emergency Communications.</i>		
27	Billing records data exchange.		Interconnection Agreement between CLEC and Nevada Bell, 1998	
			Bellcore Practice BR010-200-010 Customer Usage Data Transfer Req.'s	
28	Pre-cutover internetwork trunk testing.	CCS Network Interface, Section 6.3, <i>Protocol Compatibility Testing.</i>	TR-54020 Vol. 1&2 CLEC specification of Common Channel Signaling System No. 7.	
		CLC Operations HB-LISA, Sec 3B & 3C <i>Pre-Service/Acceptance Tests.</i>		
		CLC Operations HB-SS7, Sec 3B & 3C <i>Protocol/Acceptance Tests.</i>		

# **ATTACHMENT 2**

## **ACRONYMS**

## ACRONYMS

ACRONYM	DEFINITION
AAA	American Arbitration Association
AIN	Advanced Intelligent Network
ALI	Automatic Location Identification
ALI/DMS	Automatic Location Identification/Data Management System
AMA	Automated Message Accounting
AMI	Alternate Mark Inversion
ANSI	American National Standards Institute
APTOS	Automated Pricing, Terminals, Options and Services
ARPM	Average Revenue Per Message
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
B8ZS	Bipolar 8 Zero Substitution
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV/BLVI	Busy Line Verification/Interrupt
BOSS	Billing & Ordering Support System
BRCS	Business and Residential Customer Service
C	Network Element Combination
C-DTTA	Combination of Dedicated Transport & Tandem
C-LPLS	Combination of Loop & Local Switching
C-LSCTSSDBTS	Combination Local Service, Common Transport Signaling, Databases and/or Tandem Switching
CABS	Carrier Access Billing System
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification
CAP	Competitive Access Provider
CCITT	Consultative Committee on International Telegraph & Telephone
CCS	Communications Channel Signaling
CCSNIS	Common Channel Signaling Network Interface Specification
CESAR	Customers' Enhanced System for Access Requests
CIC	Carrier Identification Code
CLASS	Custom Local Area Signaling Service
CLC/CLEC	Competitive Local Exchange Carrier
CLEO	Cleopatra (subsystem of CESAR)
CLFI	Common Language Facility Interface
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution Systems
CMIP	Coded Mark Inversion Protocol
CO	Central Office
CPE	Customer Premises Equipment

ACRONYM	DEFINITION
CPN	Calling Party Number
CRDD	Customer Requested Due Dates
CT	Common Transport
CY	Current Year
D4	Digital Channel Bank Type 4
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
DB	Database
DB	Service Central Points/Databases
DCC	Data Communications Channel
DCP	Designated Carrier Plan
DCS	Digital Cross-Connect System
DF	Distribution Frame
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DS0	Digital Signal Level Zero
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
E	Network Element
E&M	Ear & Mouth Signaling
E-LP	Element Loop
EAMF	Equal Access Multi-Frequency
EBCDIC	Extended Binary-Coded Decimal Interexchange Code
EBI	Electronic Bonding Interface
EFT	Electronic Fund Transfer
EI	Electronic Interface
EISCC	Expanded Interconnection Service Cross Connection
EMR	Exchange Message Record
EO	End Office
ESF	Extended Super Frame
ESL	Essential Service Line
ESN	Emergency Service Number
ETTR	Estimated Time to Repair
FCC	Federal Communications Commission



ACRONYM	DEFINITION
FDI	Feeder Distribution Interface
FN	Fiber Node
FOC	Firm Order Confirmation
FRF	Frame Relay Forum
FUNI	Framebased User to Network Interface
GTT	Global Title Translation
HDT	Host Digital Terminal
HFC	Hybrid Fiber Coax
HFC-HDT	Hybrid Fiber Coax - Host Digital Terminal
ID	Remote Identifiers
IEC	Interexchange Carrier
IECs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
IISP	Interim Interswitch Signaling Protocol
ILEC	Incumbent Local Exchange Carrier
IN	Intelligent Network
INA	Integrated Network Access
INP	Interim Number Portability
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVMS	Interswitch Voice Messaging Service
LARG	LIDB Access Routing Guide
LASS	Local Area Signaling Services
LATA	Local Access Transport Area
LC	Loop Concentrator/Multiplexer
LCC	Line Class Code
LD	Loop Distribution
LEC	Local Exchange Carrier
LEC DA	LEC Directory Assistance
LEC SCE	LEC Service Creation Environment
LEC SCP	LEC Service Control Point
LEC SMS	LEC Service Management System
LEC SSP	LEC Service Switching Point
LERG	Local Exchange Carrier Routing Guide
LF	Loop Feeder
LFACS	Loop Facilities Assignment and Control System
LGX	Lightguide Cross-Connect
LIDB	Line Information Data Base

<b>ACRONYM</b>	<b>DEFINITION</b>
LIDB/AS	Line Information Data Base Administrative System
LI OFFICE	Local Interconnection Office
LSC	Local Service Center
LMI	Local Management Interface
LNP	Local Number Portability
LOC	Local Operations Center
LP	Loop
LPIC	LATA Presubscribed Interexchange Carrier
LRECL	Logical Record Length
LRN	Local Routing Number
LS	Local Switching
LSNE	Local Switching Network Element
LSO	Local Serving Office
LSP	Local Service Provider
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MDU/BCL	Multiple Dwelling Unit/Business Customer Location
MECAB	Multiple Exchange Carrier Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MIB	Management Information Base
MLT	Mechanized Loop Tests
MOP	Methods of Procedure
MOS	Modified Operator Services
MOU	Minutes of Use
MR	Modification Request
MRVT	MTP Routing Verification Test
MSAG	Master Street & Address Guide
MTP	Message Transfer Port
NANP	North American Numbering Plan
NBSM	Nevada Bell Service Manager
NDM	Network Data Mover
NEBS	Network Equipment Building System
NENA	National Emergency Number Association
NI	Network Interface Device
NID	Network Interface Device
NIU	Network Interface Unit
NMS	Network Management System
NNI	Network to Network Interface
NPA	Numbering Plan Area
NVT	Network Validation Test

ACRONYM	DEFINITION
OA	Operator Assistance
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Ordering & Billing Forum
OC	Optical Carrier
OC3	Optical Carrier Level 3
ODS	Optical Distribution
OLI	Originating Line Indicator
OMAP	Operations, Maintenance & Administration Part
ORT	Operational Readiness Test
OS	Operator Services
OSS	Operations Support Systems
OSSGR	Operator Services Systems Generic Requirements
PBX	Private Branch Exchange
PDH	Plesiochronous Digital Hierarchy
PEC	Primary Exchange Carrier
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
POT	Point of Termination
POTS	Plain Old Telephone Service
PREMIS	Premise Information System
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point
PUC	Public Service Commission of Nevada
RAO	Regional Accounting Office
RCF	Remote Call Forwarding
RECFM	Record Format
RI	Route Index
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RPC	Regional Processing Center
RSM	Remote Switch Module
RT	Remote Terminal
SAC	Service Area Code
SAG	Street Address Guide
SCCP	Signaling Connection Control Point
SCE	Service Creation Environment
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy

ACRONYM	DEFINITION
SECAB	Small Exchange Carrier Access Billing
SL	Signaling Link Transport
SMDI-E	Standard Message Desk Interface - Enhanced
SMS	Service Management System
SNI	Simple Network Interface
SNMP	Simple Network Management Protocol
SONET	Synchronous Optical Network
SORD	Service Order Retrieval and Distribution
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Service Switching Points
STP	Signaling Transfer Point
STS	Synchronous Transport Signal
STS-1	Synchronous Transport Signal Level 1
STSN	Synchronous Transport Signal Level N
SWF-DSI	Switched Functional DS1 Service Capability
T1.5	T Carrier Transport @ 1.544 mbps
T3	T Carrier Transport @ 45 mbps
T&M	Time & Material
TBD	To Be Determined
TCAP	Transaction Capabilities Application Port
TDEV	Time Deviation
TDI	Tie Down Information
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TR	Technical Requirements
TS	Tandem Switching
TSG	Trunk Sub-Group
TSGR	Transport System Generic Requirements
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunications Services Priority
UNI	User to Network Interface
USCC	Unbundled Services Cross Connector
V&H	Vertical & Horizontal
VB	Variable Block
VCI	Virtual Channel Identifier
VF	Voice Frequency
WDM	Wavelength Division Multiplexing
WSP	Wireless Service Provider
WTN	Working Telephone Number



**ATTACHMENT 3**  
**ALTERNATIVE DISPUTE RESOLUTION**

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## **ALTERNATIVE DISPUTE RESOLUTION**

### **1. Purpose**

This Attachment 3 is intended to provide for the expeditious, economical, and equitable resolution of disputes between NEVADA and CLEC arising under this Agreement.

### **2. Exclusive Remedy**

2.1 Except for disputes or matters (i) for which the total value of the amount in controversy exceeds One Million Dollars (\$1,000,000), (ii) for which this Agreement or the Telecommunications Act of 1996 specifies a particular remedy or procedure, (iii) for which a Party seeks injunctive relief and/or specific performance in any Court of competent jurisdiction, or (iv) which are covered by the Billing Disputes provisions contained in Attachment 13 (Connectivity Billing and Recording), informal resolution and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between NEVADA and CLEC arising out of this Agreement or its breach. NEVADA and CLEC agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Attachment.

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the FCC or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement, or to the Telecommunications Act of 1996, or to any tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 3, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties and shall take precedence over any contrary ruling of the arbitrator for those matters within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 3 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement.



3. **Informal Resolution of Disputes**

- 3.1 Prior to initiating an arbitration pursuant to the American Arbitration Association (AAA) rules, as described below, the Parties to this Agreement shall submit any dispute between NEVADA and CLEC for resolution to an Inter-Company Review Board consisting of one representative from CLEC at the Director-or-above level and one representative from NEVADA at the Vice-President-or-above level (or at such lower level as each Party may designate).
- 3.2 The Parties may enter into a settlement of any dispute at any time. The Settlement Agreement shall be in writing, and shall identify how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.
- 3.3 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrator of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 3.

4. **Initiation of an Arbitration**

If the Inter-Company Review Board is unable to resolve the dispute within 30 days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the AAA rules.

5. **Governing Rules for Arbitration**

The rules set forth below and the rules of the AAA shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

6. **Appointment and Removal of Arbitrator**

- 6.1 A sole Arbitrator (the "Arbitrator") will preside over each dispute submitted for arbitration under this Agreement.
- 6.2 The Parties shall appoint each Arbitrator. Each Arbitrator will serve until a decision is rendered. Each appointment will be made by mutual agreement in writing within thirty (30) days after the Parties have initiated an arbitration proceeding (or such longer period as the Parties may mutually agree to in writing).

- 6.3 In the event that an Arbitrator resigns or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.
- 6.4 In the event that the Parties do not appoint an Arbitrator within the time limit set forth in Section 6.2 of this Attachment 3, or a replacement Arbitrator within the time limit set forth in Section 6.3 of this Attachment 3, either Party may apply to AAA for appointment of such Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide ten (10) days prior written notice to the other Party to this Agreement.

7. **Duties and Powers of the Arbitrator**

- 7.1 The Arbitrator shall receive complaints, and other permitted pleadings, oversee any discovery which is permitted, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, 9 U.S.C. Section 1 et seq., hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrator may not award injunctive relief, punitive damages or any remedy rendered unavailable to the Parties pursuant to Sections 9.3 of this Agreement.
- 7.2 The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of this Agreement.

8. **Discovery**

There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. NEVADA and CLEC shall attempt, in good faith, to agree on a plan for document discovery. Should they fail to agree, either NEVADA or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between NEVADA and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

9. **Privileges**

Although conformity to formal rules of evidence may not be necessary in connection with arbitrations initiated pursuant to this Attachment, the Arbitrator shall, in all cases, apply the attorney-client privilege and the work product immunity doctrine.

10. **Location of Hearing**

Unless both Parties agree otherwise, any arbitration hearings will be held in Reno, Nevada.

11. **Decision**

The Arbitrator's decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree in writing to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.

12. **Fees**

12.1 The Arbitrator shall, in his or her discretion, apportion the Arbitrator's fees and expenses to reflect the relative success of each Party. In accordance with Section 3.2. of this Attachment 3, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned.

12.2 In an action to enforce or confirm a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, costs, and expenses necessarily incurred in the enforcement proceedings without regard to the local rules of the district in which the suit is brought.

13. **Confidentiality**

13.1 NEVADA, CLEC, and the Arbitrator will treat the arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

13.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

13.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information (Confidentiality Information) of either Party, it shall be safeguarded in accordance with Section 16 of the General Terms and Conditions of this Agreement. However, nothing in Section 16 of the General Terms and Conditions of this Agreement shall be construed to prevent either Party from disclosing the other Party's Confidential Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

14. **Service of Process**

Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (i) upon receipt if delivered by hand; (ii) the next business day if sent by overnight courier service; or (iii) upon confirmed receipt if transmitted by facsimile. If service is by facsimile, a copy shall be sent the same day by hand delivery or overnight courier service.

Service by CLEC to NEVADA and by NEVADA to CLEC at the address designated for delivery of notices in this Agreement shall be deemed to be service to NEVADA or CLEC, respectfully.

**ATTACHMENT 4**  
**DIRECTORY LISTING REQUIREMENTS**

## ATTACHMENT 4

### **DIRECTORY LISTING REQUIREMENTS**

#### 1. **General**

NEVADA shall make available to CLEC, for CLEC customers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the following terms and conditions:

#### 2. **White and Yellow Page Listings**

NEVADA contracts the publishing and distribution of white and yellow pages directories. With respect to those directories, upon receipt of the necessary customer information from CLEC, NEVADA will include a standard, basic listing of CLEC's residence customers in the appropriate white pages directory and, for business customers, NEVADA will provide a standard, basic listing of CLEC's customers for inclusion in the appropriate white pages and yellow pages directories at no charge. Additionally, CLEC's customers each will have delivered to them at no charge one copy of appropriate white and yellow pages directories. Where an CLEC Customer has two numbers for a line due to the implementation of Interim Local Number Portability, the second number shall be considered part of the one White Pages basic listing. NEVADA shall permit CLEC two options for non-published service:

Option 1 The non-published listing of CLEC's customer will be included in the non-published directory information database. Option 1 will be provided at the same price Nevada charges its end user customers for the same option.

Option 2 The non-published listing of CLEC's customer will not be included in the non-published directory information database. Option 2 will be provided at no additional cost to CLEC.

NEVADA shall include in its master subscriber list database all Subscriber Listing Information for CLEC customers, except those utilizing Option 2; NEVADA's use of CLEC Subscriber Listing information is subject to Section 6 of this Attachment 4.

#### 3. **Directories**

3.1 Subject to the limitations set forth in this section, NEVADA shall deliver Directory Listings in book form ("Telephone Directories") to each of CLEC's exchange service customers with or without charge on the same basis that it delivers Telephone Directories to its own customers with or

without charge. Timing of such delivery and the determination of which Telephone Directories shall be delivered (whether by customer address, NPA/NXX or other criteria), and the number of Telephone Directories to be provided per customer, shall be provided under the same terms that NEVADA delivers Telephone Directories to its own local service customers provided, however, that NEVADA will deliver all directory listings in book form to CLEC for those CLEC customers receiving non-published service Option 2. NEVADA shall bulk deliver these "Option 2" directories to one location in NEVADA's serving territory to be mutually agreed to by the Parties

3.2 NEVADA shall make available recycling services for Telephone Directories to CLEC customers under the same terms and conditions that NEVADA makes such services available to its own local service customers.

4. **Directory Listing Criteria**

The general terms relating to joint user listings, directory listings, and non-published listings set forth in NEVADA's PUC Tariff No. A, Sections 5.6 and 5.7 shall be available at wholesale rates as specified in Attachment 8 and shall be no less favorable than the wholesale rates made available by NEVADA to similarly situated CLCs. Information relating to paid advertising, publication schedules and coverage of specific directories may be obtained by CLEC from NEVADA's electronic CLC handbook. NEVADA will automatically update the CLC Handbook as product offerings or product process changes are made. Listing handbook updates will be available automatically and will include all changes to the directory listing criteria. Until such time as NEVADA's CLC handbook is available through LI-OFFICE, NEVADA shall provide an updated paper copy of the CLC Listings Handbook on a quarterly basis starting not later than thirty (30) days after the Effective Date of this Agreement. Once the CLC Handbook is available electronically, NEVADA will cease providing CLEC with paper copies thereof.

5. **Customer Guide Pages**

The Parties agree that all Parties shall have the opportunity to have customer service pages published in the appropriate directories. These pages are found in the front section of the directory and provide customer service information, phone numbers, etc. A maximum of two free pages (equivalent of one published page front and back), will be provided without charge to CLEC. CLEC shall be treated in a non-discriminatory manner and pages in excess of two will be charged at parity with the rate NEVADA pays its directory publisher for the same service. The rate for each page is based on the current directory configuration of two customer guide sections, "Reno/Carson City and Surrounding Areas" and the "Out State". The rate is per page and will be printed in both sections. The first

two pages will be free. The Customer Guide Page rate is based on NEVADA's cost for each page and is available upon request. The form and content of such customer information section shall be determined by CLEC and shall be provided by CLEC to NEVADA. However, neither Party's content can contain puffery or rate comparisons with other companies. At CLEC's option, the form and content of this customer information may vary per community directory. The rate for each additional Customer Guide Page is based on NEVADA's cost for each page and is available upon request.

6. **Sale of CLEC Subscriber Listing Information**

NEVADA will include Subscriber List Information of published CLEC local exchange customers in NEVADA's Telephone Directory Reproductions Rights Service, unless instructed in writing by CLEC not to release Subscriber List Information to independent directory publications. NEVADA will include the Subscriber List Information of CLEC local exchange customers in NEVADA's voice and electronic Directory Assistance Services.



**ATTACHMENT 5**  
**LOCAL SERVICES RESALE**

## **LOCAL SERVICES RESALE**

### **1. Telecommunications Services Provided for Resale**

- 1.1. This Attachment describes several services which NEVADA shall make available to CLEC for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services or offerings of NEVADA which are to be offered for resale at wholesale rates pursuant to the Act, regulations thereunder, and relevant Commission decisions, are subject to the terms herein, even though they are not specifically enumerated or described. NEVADA shall also provide support functions and service functions, as set forth in Sections 4 and 5 of this Attachment 5. The Telecommunications Services provided for resale, and the service functions and support functions provided by NEVADA to CLEC pursuant to this Agreement are collectively referred to as "Local Service." NEVADA shall make promotional offerings available to CLEC for resale. NEVADA shall apply the wholesale discount to the retail price or ordinary rate for a retail service rather than a special promotional rate when such promotions will be in effect for no more than 90 days and NEVADA does not use such promotional offerings to evade its wholesale rate obligations. If NEVADA offers a new service or a service which has not been tariffed on a short-term promotional basis, it must establish the standard retail price or ordinary rate for those services and make those services available to CLEC at that price less the wholesale discount. NEVADA will not use such promotional offerings to evade the wholesale rate obligation, for example by making available a sequential series of 90-day promotional rates.
- 1.2. The rights, obligations and duties set forth in this Attachment are subject to the Act, regulations thereunder, and relevant Commission decisions.

### **2. General Terms and Conditions for Resale**

#### **2.1. Pricing**

The prices charged to CLEC for resold Local Service are set forth in Attachment 8 of this Agreement. All Telecommunications Services, including without limitation, promotions, pricing plans, Lifeline Services custom offers and discounts for volume and term commitments, shall be available to CLEC at wholesale rates as specified in Attachment 8, and shall be no less favorable than the wholesale rates made available by NEVADA to similarly situated CLCs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court or Commission decisions applicable thereto, NEVADA shall make available to CLEC, without unreasonable delay, any Local Service contained in any

agreement to which NEVADA is a party that has been filed and approved by the Commission. NEVADA shall also make available custom offers at wholesale rates, provided, however, that custom offers shall only be available for resale to similarly situated customers and further provided that avoided costs for such custom offers shall be determined by the methodology adopted by the Commission. CLEC shall receive the same volume discounts from NEVADA for Telecommunications Services, including CENTREX, based on its wholesale volume that NEVADA provides to its retail customers based on their retail volume without regard to the number of customers to which CLEC resells such service. In no event shall CLEC be required to agree to volume or term commitments (other than those which may be applicable to NEVADA's end user customers) as a condition for obtaining Local Service at wholesale rates.

2.2. **Resale Restrictions**

To the extent consistent with applicable rules and regulations of the FCC and the Commission, CLEC may resell Local Services to provide Telecommunications Services. NEVADA will not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that NEVADA has grandfathered or grandfathers in the future may only be resold to end-user customers already subscribing to those same services. Lifeline Service may be resold only to end-user customers who would be eligible to receive Lifeline Service from NEVADA.

2.3. **Dialing and Service Parity; Number Retention**

2.3.1. Unless technically infeasible, for resold service, NEVADA shall ensure that all CLEC customers experience the same dialing parity as similarly-situated NEVADA customers, such that, for all call types: (i) an CLEC customer is not required to dial any greater number of digits than a similarly-situated NEVADA customer; (ii) the CLEC customer may retain its local telephone number with no loss of features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC customer is at least equal in quality to that experienced by a similarly-situated NEVADA customer. This subsection shall apply to 1+ intraLATA calls on the availability date resulting from any Commission order authorizing or requiring intraLATA toll dialing parity in Nevada.

2.3.2. For resold services, NEVADA shall ensure that all CLEC customers experience the same service levels as similarly situated NEVADA customers, and, unless technically infeasible, that there is no loss

of features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll calling; InterLATA toll calling and international calling; 500, 700, 800/888, 900, and dial around (10XXX/101XXX) services; and restricted collect and third number billing.

2.4. **Changes in Retail Service**

NEVADA will notify CLEC of any changes in the terms and conditions under which it offers Local Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, at least 60 days prior to the effective date of such change.

2.5. **Primary Local Exchange Carrier Selection**

NEVADA shall apply the principles set forth in Section 64.1100 of the FCC Rules (47 C.F.R. Section 64.1100) to the process for end-user selection of a primary local exchange carrier. NEVADA shall not require a written letter of authorization from the customer, and shall not require a disconnect order from the customer, another carrier, or another entity, in order to process an CLEC order for Local Service for the customer.

2.6. **Forecasts**

CLEC shall provide to NEVADA forecasts of the number of Resale Services at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Link order. Where and when CLEC has forecasts for Links at a more discrete level, CLEC will provide such forecasts to NEVADA.

3. **Requirements for Specific Services**

3.1. **CENTREX Requirements**

3.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the following requirements:

3.1.1.1. All deployed features and functions of CENTREX Service offered to any NEVADA customer, whether offered under tariff or otherwise filed with the Commission, shall be available to CLEC, where deployed, for resale, without any

customer class restrictions other than those which may be imposed by applicable orders of the FCC or the Commission.

- 3.1.1.2. NEVADA shall provide to CLEC a list of all CENTREX features and functions offered by NEVADA within thirty (30) days or less of the Effective Date of this Agreement.
- 3.1.1.3. All service levels and features of CENTREX Service provided by NEVADA for resale by CLEC shall be at parity to those provided to NEVADA's end user customers.
- 3.1.1.4. CLEC shall pay a one time, non-recurring charge, as set forth in Attachment 8 of this Agreement to pay for the cost of suppressing the need for CLEC customers to dial "9" ("Assumed Dial 9") when placing calls outside the CENTREX System.
- 3.1.1.5. CLEC may utilize Automatic Route Selection (ARS).
- 3.1.1.6. CLEC may aggregate the CENTREX local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.
- 3.1.1.7 CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC shall pay the rates for DS-1 termination set forth in Attachment 8 of this Agreement for such service.

### 3.2. **CLASS and Custom Calling Features Requirements**

Where deployed and offered, CLEC may purchase the entire set of CLASS and Custom Calling features and functions, or any one or any combination of such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased. NEVADA shall provide to CLEC a list of all such CLASS and Custom features and functions within thirty (30) days or less of the Effective Date of this agreement.

### 3.3. **Exception Account Notification**

- 3.3.1. An end-user customer account may be considered an "Exception Account," for purposes of this Agreement, when certain conditions exist (e.g. the LifeLine Service rate is billed, Deaf and Disabled

equipment has been provided, tax exemptions exist, participation in other programs which provide for reduced or special rates, or subsidies).

3.3.2. NEVADA shall forward the account information to CLEC which identifies a specific end-user as currently eligible and participating in such programs, in an electronic format in accordance with the procedures set forth in this Attachment and Attachment 11.

3.3.3. NEVADA shall provide Lifeline Service to CLEC for resale until such time as CLEC becomes eligible to receive support from the federal Lifeline subsidy program. Thereafter, NEVADA shall provide CLEC the capabilities required for Lifeline Service at parity with the Lifeline Service offered to NEVADA's end-user customers.

#### 3.4. **Intercept and Transfer Services**

Upon request from CLEC, NEVADA will provide an intercept referral message that includes any new CLEC telephone number for the same period of time as Nevada provides to its existing end user customers, and NEVADA will provide directory updates at the next publication. This intercept referral message shall be approved by CLEC and shall be similar in format to the intercept referral messages currently provided by NEVADA for its own end users.

#### 3.5. **E911/911 Services**

NEVADA shall provide to CLEC, for CLEC customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP) at parity to that provided to NEVADA's end-user customers. NEVADA's ALI database shall provide the PSAP with CLEC customer information. Nevada will assist the PSAP in determining the appropriate CLC to contact in the case of misrouted calls belonging to each CLC. NEVADA will provide CLEC with access to NEVADA's Master Street Address Guide (MSAG), in paper form and magnetic tape, for purposes of allowing CLEC to update and validate customer records in the E911 Management System (E911 MS) database used to support E911/911 services. NEVADA will provide CLEC revised copies of the MSAG on a quarterly basis until such time as it is electronically available through EDI, at which time NEVADA will no longer provide CLEC with paper or tape copies thereof. NEVADA will offer to CLEC a diskette version of the MSAG, when available. NEVADA will use all reasonable efforts to maintain the MSAG database consistent with correct information in the PREMIS database. Nothing in this Agreement precludes CLEC from establishing and updating its own ALI/DMS data base.

**4. Support Functions for Resold Services:**

4.1. The following support functions are offered in conjunction with a resold service: Operator Services. Operator Services consists of Directory Assistance and Operator Assistance.

**4.2. Routing to Operator Services**

Where CLEC purchases resold Local Service, at CLEC's option, NEVADA will provide the functionality and features required to modify the originating subscriber's line at NEVADA's local switch (LS) or, when intraLATA presubscription is implemented, NEVADA's Access Tandem (AT) to route all calls to the CLEC Network for Operator Services. Such routing to CLEC's Operator Services shall be available as specified in Attachment 6, Section 7.1.4.

**4.2.1. Operator Services:**

Operator Assistance calls which, at CLEC's option, are routed to NEVADA will meet the following requirements:

4.2.1.1. The calls will be unbranded, with no reference, express or implied, to NEVADA. When technically feasible the calls will be branded "CLEC" or such other brand as may be requested by CLEC.

4.2.1.2. NEVADA will provide the following services to CLEC's end users at no charge in parity with the information NEVADA provides its own end users:

4.2.1.2.1 For intraLATA rates where CLEC concurs with NEVADA's rates, NEVADA will quote call time and charges for CLEC's end users.

4.2.1.2.2 For intraLATA rates where CLEC does not concur with NEVADA's rates, NEVADA will transfer CLEC's end user to the number supplied by CLEC for such requests.

4.2.1.2.3 For interLATA rate information and calling plan rate information, NEVADA will provide CLEC's end user with appropriate dialing instructions to reach their carrier for such information.

4.2.1.3. NEVADA will provide Operator Services to CLEC which are at parity with services which NEVADA provides to itself and its own end-user customers.

4.2.2. Directory Assistance:

4.2.2.1. In accordance with the availability as specified in Section 7.1.4 of Attachment 6 to this Agreement, at CLEC's option, NEVADA shall route local Directory Assistance calls dialed by CLEC customers directly to the specified CLEC trunk group. With implementation of IntraLATA Presubscription, intraLATA foreign NPA calls will be routed based upon the end user's intraLATA PIC.

4.2.2.2. Subject to the conditions set forth in Attachment 4, Sections 2 and 3, NEVADA will include the CLEC customer's listing in its Directory Assistance database as part of the Service Order process. NEVADA will honor CLEC customer's preferences for listing status, including non-published, as noted on the Service Order Request or similar form and will ensure that the listing appears as CLEC requested in the NEVADA database which is used to perform Directory Assistance functions.

4.3. Operator Assistance:

4.3.1. NEVADA will provide the full range of Operator Assistance, at the rates set forth in Attachment 8, including, but not limited to, collect, person-to-person, station-to-station, bill-to-third party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

4.3.1.1. At CLEC's option, and consistent with the implementation schedule set forth in Attachment 6, Section 7.1.4, NEVADA shall route local Operator Assistance calls (0+, 0-) dialed by CLEC customers directly to the CLEC Local Operator Assistance platform. Such traffic shall be routed over trunk groups specified by CLEC which connect NEVADA end offices and the CLEC Local Operator Assistance platform, using standard Operator Assistance dialing protocols of 0+ or 0-.

4.3.1.2. NEVADA will provide the functionality and features within its Local Switch (LS) to route CLEC customer dialed 0- and 0+ IntraLATA calls to the CLEC designated trunk on the



Main Distribution Frame (MDF) or Digital Cross Connect (DSX) panel via Modified Operator Services Signaling (MOSS) Feature Group C signaling. In all cases, NEVADA will provide post-dial delay at least equal to that provided by NEVADA for its end user customers.

In addition and at CLEC's request, when intraLATA presubscription is implemented, NEVADA will provide the functionality and features within its Access Tandem to route CLEC customer dialed 0- calls to the CLEC designated trunk on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel via Feature Group D signaling to CLEC. On 0+ calls NEVADA will route the calls to the presubscribed carrier of CLEC's end user customer.

4.3.1.3. NEVADA will warm-line transfer any CLEC customer requesting rate information to CLEC, as follows:

4.3.1.3.1. Warm-line transfers without charge: NEVADA will warm-line transfer any CLEC customer requesting intraLATA rate information (except calling plan information), at no charge to CLEC.

4.3.1.3.2. Warm-line transfers are unavailable under general tariff. At CLEC's request, subject to a mutually agreed upon contract, NEVADA will warm-line transfer any CLEC customer requesting interLATA, interstate or international rate information, as well as intraLATA calling plan information, and charge CLEC the mutually agreed upon rate for carrier-to-carrier warm-line transfers.

4.3.2. Repair Calls:

Either Party shall refer repair calls dialed by the other Party's end-user customer to the repair number supplied by the appropriate Party. When technically feasible at CLEC's option NEVADA shall provide the ability to route 611 repair calls directly to CLEC's repair services platform.

4.3.3. Non-discriminatory Treatment:

All direct routing capabilities described herein shall permit CLEC customers to dial the same telephone numbers for CLEC Directory

Assistance or Local Operator that similarly-situated NEVADA customers dial for reaching equivalent NEVADA services. Such non-discriminatory dialing to reach CLEC's Directory Assistance or Local Operator shall be available consistent with the implementation schedule in Attachment 6, Section 7.1.4.

4.3.4. Emergency Calls:

NEVADA, no later than ten (10) business days after the Effective Date, shall provide to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be transmitted via the Electronic Interface described in Attachment 11, or by an interim means agreed by the Parties. NEVADA will electronically transmit to CLEC, in a timely manner, all changes, alterations, modifications and updates to such data. NEVADA shall accurately transmit information provided to NEVADA by the emergency public agency, but assumes no liability for the accuracy of such information.

4.4. **Busy Line Verification and Emergency Line Interrupt**

Until such time as an electronic interface is made available by NEVADA to access NEVADA's switch for Operator Services, if CLEC has purchased the resale line without NEVADA's Operator Services, NEVADA will offer Operator-to-Operator BLV/BLVI to CLEC on a non-discriminatory basis, in accordance with LERG instructions. NEVADA requires that a reciprocal BLV/BLVI network be established between NEVADA and CLEC's operator service provider.

4.5. **Access to the Line Information Database**

NEVADA shall update and maintain CLEC customer information in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for NEVADA customers.

4.6. **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to CLEC Service, NEVADA will remove any NEVADA-assigned telephone line calling card number (including area code) ("TLN") from the LIDB.

4.7. **Call Blocking**

Upon CLEC's request, NEVADA will provide blocking on a line by line basis of an CLEC customer's access to any or all of the following call

types: 900, bill to third and collect, and such other call types for which NEVADA provides blocking to similarly situated customers.

#### 4.8. **Pay Phone Services**

4.8.1. "Pay Phone Service" is defined by Section 276 of the Act and any FCC and Commission regulations adopted thereto. These services may include the provision of service from public pay telephones, the provision of inmate telephone service in correctional institutions, and the provision of any ancillary services within the meaning of Section 276 of the Act.

4.8.2. Pay phone lines are defined as the loop from the pay phone set point of demarcation to the Serving Wire Center. Pay phone lines are attached to coinless and coin pay phone sets (e.g. NEVADA's COPT service).

4.8.3. NEVADA will provide CLEC all retail telecommunications functions and features provided by NEVADA through pay phone lines, in the same form, made available by NEVADA to customers for its pay phone line customers (e.g. COPT providers).

4.8.4. Each Party will comply with Section 276 of the Act and FCC regulations adopted thereunder in connection with selection of carriers for intraLATA, interLATA and international telephone services from pay phone sets.

### 5. **Service Functions**

#### 5.1. **Electronic Interface**

5.1.1. In the event that an EDI interface has not been deployed prior to CLEC's intent to enter the NEVADA market, NEVADA shall provide an interim electronic interface known as Resale Mechanized Interface/Network Data Mover ("RMI/NDM") for transferring and receiving all Service Orders and related information such as Firm Order Confirmations (FOC), Jeopardies, Rejects, Simple and Complex Completions. The NDM network interface shall be administered through a gateway that will serve as a single point of contact for the transmission of data from CLEC to NEVADA, and from NEVADA to CLEC. The requirements and implementation of such a data transfer system are/will be set forth in Attachment 11 and are incorporated by this reference as though fully set forth herein. An NDM interface will be made available within thirty (30) days of NEVADA's receipt of a written request from CLEC to make

such interface available or upon implementation at Pacific Bell, whichever is earlier. It is understood that this interface will be the same as that implemented within Pacific Bell.

5.1.2. For the Long Term, NEVADA and CLEC agree to adopt an Electronic Interface ("EI") standard to transmit and receive Pre-Order, Order and Provisioning data in a "real time" environment. CLEC and NEVADA will exchange requests and responses over the EDI interface established between CLEC and Pacific Bell. Both companies agree that this solution is in their mutual best interest and will negotiate in good faith for the earliest possible deployment of an EI standard, as set forth in Attachment 11. It is understood that this interface will be the same as that implemented within Pacific Bell, and that deployment within NEVADA will be in conjunction with deployment in Pacific Bell.

5.2. **Work Order Processes**

5.2.1. NEVADA shall ensure that all work order processes used to provision Local Service to CLEC for resale meet the service parity requirements set forth in this Agreement or its Attachments.

5.2.2. Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in Attachments 11, 12, 13 and 14.

5.3. **Point of Contact for CLEC Customers**

5.3.1. Except as otherwise provided in this Agreement, CLEC shall be the single and sole point of contact for all CLEC customers.

5.3.2. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party.

5.3.3. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such numbers 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; (iii) shall not use these misdirected calls as opportunities to solicit the move from one company to another.

5.4. **Single Point of Contact**

Each Party shall provide the other Party with a Single Point of Contact (SPOC) for all inquiries regarding the implementation of this Attachment. Each Party shall accept all inquiries from the other Party and provide timely responses.

**5.5. Pre-Service Order Information**

To facilitate the ordering of new service for resale or changes to such service to an CLEC customer (Service Order), NEVADA shall provide, consistent with the information exchange as set forth in Attachment 11, Appendix A, CLEC's representatives with access to NEVADA's address, telephone number, and switch feature information. This will allow CLEC to perform functions such as, but not limited to, Telephone Number Assignment, an LSO to address correlation, service and feature availability by Switch type and other such functions which are deemed necessary to provide the customer with a common experience when dealing with CLEC. NEVADA shall comply with CLEC requests to:

- 5.5.1. Obtain customer information, including customer name, billing and residence address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program if available, Telephone Relay, and other similar services, and identification of NEVADA features and services subscribed to by customer;
- 5.5.2. Obtain information on all features and Local Telecommunication Services available for resale by switch CLLI/NPA-NXX. This information will be provided monthly on diskette. When the interfaces specified in Section 5.1.2 are implemented for real-time access via an electronic interface, NEVADA will no longer provide CLEC with a monthly diskette;
- 5.5.3. Enter the CLEC customer order for all desired features and services;
- 5.5.4. Assign a telephone number (if the CLEC customer does not have one assigned);
- 5.5.5. Identify the appropriate primary directory for each end-user location;
- 5.5.6. Identify "next available due date" for service installation;
- 5.5.7. Provide service availability dates;

- 5.5.8. Order local, intraLATA toll service, and enter CLEC customer's choice of primary interexchange carrier on a single, unified order;
- 5.5.9. Suspend or terminate service to an CLEC customer for non-payment and restore service, as appropriate, at parity with NEVADA's ability to suspend or terminate service;
- 5.5.10. Obtain street address information for address verification and street-address-to-wire-center correlation; and,
- 5.5.11. Obtain Directory Book Codes and Publication Close Dates by NPA-NXX and Service Area Name. This information is available in NEVADA's CLC Handbook.

5.6. **Provisioning**

After receipt and acceptance of a Service Order, NEVADA shall provision such Service Order in accordance with the performance standards set forth in Attachment 17 and as set forth below:

- 5.6.1. NEVADA shall provide CLEC with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:
  - 5.6.1.1. Firm order confirmation, including service availability date, and the need for a service dispatch;
  - 5.6.1.2. Order completion notification of installation which details the work performed, date completed and any additional information, such as material charges;
  - 5.6.1.3. Rejections/errors in Service Orders;
  - 5.6.1.4. Jeopardies and missed appointments;
  - 5.6.1.5. Charges associated with necessary construction;
  - 5.6.1.6. Except for basic exchange service, order status at critical intervals;
  - 5.6.1.7. Except for basic exchange service, test results, where available, will be provided in a form mutually agreeable.

- 5.6.2. Where NEVADA provides installation, NEVADA shall advise an CLEC customer to notify CLEC immediately if the CLEC customer requests a service change at the time of installation.
- 5.6.3. NEVADA shall provide provisioning support to CLEC at parity with the normal business hours it supports its own retail unit. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing.
- 5.6.4. NEVADA shall provide training for all NEVADA employees who may communicate, either by telephone or face-to-face, with CLEC customers, during the provisioning process. Such training shall instruct the NEVADA employees not to disparage or discriminate against CLEC, its products or services, and shall comply with the branding requirements of this Agreement.
- 5.6.5. At CLEC's option, CLEC may designate directory listings (Directory Assistance listing and Telephone Directory listing) for existing customers be migrated "as is", with no additional information required.

5.7. **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 12. Maintenance will be provided by NEVADA in accordance with the service parity requirements set forth in this Attachment.

5.8. **Provision of Customer Usage Data**

NEVADA shall provide the Customer Usage Data recorded by NEVADA. Such data shall include CLEC customer Usage Data for Local Service, including both local and intraLATA toll service, all in accordance with the terms and conditions set forth in Attachment 14.

5.9. **Service/Operation Readiness Testing**

5.9.1. In addition to testing described elsewhere in this Section, NEVADA shall test the systems used to perform the following functions sixty (60) days or less if mutually agreed to by the Parties, prior to commencement of NEVADA's provision of Local Service to CLEC, in order to establish system readiness capabilities:

- 5.9.1.1. All interfaces between CLEC and NEVADA work centers for Service Order, Provisioning;
  - 5.9.1.2. Maintenance, Billing and Customer Usage Data;
  - 5.9.1.3. The process for NEVADA to provide customer service records;
  - 5.9.1.4. The installation scheduling process;
  - 5.9.1.5. Telephone number assignment;
  - 5.9.1.6. Procedures for communications and coordination between CLEC SPOC and NEVADA's Local Operations Center (LOC);
  - 5.9.1.7. Procedures for transmission of Customer Usage Data; and
  - 5.9.1.8. Procedures for transmitting bills to CLEC for Local Service.
- 5.9.2. The functionalities identified above shall be tested in order to determine whether NEVADA performance meets the applicable service parity requirements and other performance standards set forth herein. NEVADA and CLEC shall make available sufficient technical staff to perform such testing. NEVADA and CLEC technical staffs shall be available to meet as necessary to facilitate testing. NEVADA and CLEC shall mutually agree on the schedule for such testing.
- 5.9.3. At either Party's request, each Party shall provide to the other Party any results of the testing performed pursuant to the terms of this Attachment. Either Party may review such results and shall notify the other Party of any failures to meet the requirements of this Agreement.
- 5.9.4. During the term of this Agreement, NEVADA shall participate in cooperative testing within 30 days of CLEC's request, whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability. Additional optional testing, above and beyond that which is normally required to assure NEVADA's service performance, reliability and customer serviceability, requested by CLEC, will be billed according to the rates outlined in Attachment 8 to this Agreement.



5.10. **Billing For Local Service**

5.10.1. NEVADA shall bill CLEC for Local Service provided by NEVADA to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 13.

5.10.2. NEVADA shall recognize CLEC as the customer of record for all Resold Local Service and will send all notices, bills and other pertinent information directly to CLEC unless CLEC specifically requests otherwise.

## **ATTACHMENT 6**

# **UNBUNDLED NETWORK ELEMENTS**

**ATTACHMENT 6  
SPECIFICATIONS, SERVICE DESCRIPTIONS, AND IMPLEMENTATION  
SCHEDULE FOR UNBUNDLED NETWORK ELEMENTS**

**1. General: Unbundled Network Elements**

- 1.1. Access To Unbundled Elements Shall Be Specified Herein and Not Presumed The Network Elements offered under this Agreement shall be clearly specified in this Agreement or the attachments hereto. In no event will it be presumed that access to an Network Element is offered unless so specified. The methods of access to Network Elements described in this Attachment are not exclusive. NEVADA will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder, including future unbundled network elements to be introduced by NEVADA. NEVADA will provide CLEC each Unbundled Network Element according to mutually agreed technical parameters. Requests for Network Elements not specified in this Attachment shall be processed according to the process described in Section 1.6 below.
- 1.2. Consistent with the terms and conditions in this Attachment and the Act and regulations thereunder, NEVADA shall offer each Network Element individually and/or in combination with any other Network Element or Network Elements in order to permit CLEC to combine such Network Element or Network Elements with another Network Element or other Network Elements, in combinations that are related and logically associated with one another, obtained from NEVADA or with network components provided by itself or by third parties to provide Telecommunications Services to its customers. Within thirty (30) days after CLEC's request, NEVADA shall make available any Combination specified in the December 19, 1996 Interconnection Agreement between CLEC and Pacific Bell or otherwise agreed to by CLEC and Pacific Bell that Pacific Bell has made available at any location in Pacific Bell territory, provided Nevada has deployed the technology used to provide the element or combination in the locations requested by CLEC.
- 1.3. Consistent with the terms and conditions in this Attachment and the Act and regulations thereunder, NEVADA will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or by third parties with each of NEVADA's Network Elements at any point designated by CLEC that is technically feasible. NEVADA will provide access to all features and capabilities of each element, and ensure that the electrical and operating characteristics of the element are at least equal to those supplied to NEVADA's own customers.
- 1.4. CLEC may use one or more Network Elements or unbundled Network Element Combinations to provide any Telecommunications Service.

NEVADA agrees to make Combinations available which have been made available in PACIFIC territory. If CLEC requests a Combination which has not been made available in PACIFIC territory, and for which the Parties have not agreed on methods and procedures for pre-ordering, ordering, provisioning, maintenance, billing and pricing, the Parties will meet and confer pursuant to Section 1.6, below, to establish the processes necessary to provide the combination. In the event the Parties can not agree on technical feasibility or any of the matters specified in the foregoing sentence, the Parties will follow the dispute resolution process set forth in Attachment 3 to the Agreement. Notwithstanding the foregoing, NEVADA agrees to provide, upon CLEC's request, analog bridging, DDS hubbing, and loop conditioning options (conditioning options consist of those options generally available in NEVADA's end-user or access tariffs) as separate unbundled elements; these elements can be ordered either individually or combined with other unbundled network elements. CLEC shall identify the general types of unbundled network element combinations it seeks to obtain from NEVADA. NEVADA must then identify all of the interconnecting facilities that would be required to combine the elements. In the event that CLEC subsequently seeks a combination that it failed to identify specifically and for which different pieces of interconnection equipment are required, NEVADA shall provide the interconnecting equipment at an appropriate price and without undue delay. Prices for Combinations shall be as set forth in Attachment 8.

- 1.5. For each Network Element, NEVADA shall specify a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which is mutually agreed to by the Parties. However, where NEVADA provides contiguous Network Elements to CLEC, NEVADA may provide the existing interconnections and no demarcation point shall exist between such contiguous Network Elements.
- 1.6. Attachment 6, together with Attachments 5, 11, 12, 13 and 14, which collectively describe the Operating Support System Network Element, list the Network Elements and Combinations that CLEC and NEVADA have identified as of the Effective Date of this Agreement. CLEC and NEVADA agree that the Network Elements and Combinations identified in this Agreement are not exclusive. The process of requesting access to an Network Element or Combination not identified herein shall be as follows:
  - 1.6.1 Either Party may identify a Network Element or Combination, that is not currently available in NEVADA's network, by providing written notice to the other Party, which notice shall include a description of the Network Element or Combination adequate to determine technical feasibility and development requirements.

- 1.6.2 The Parties agree to immediately work together to determine (a) the technical feasibility of the request and (b) the requirements to develop the request, and the anticipated cost of developing the quote. If the Network Element or Combination is identified by CLEC, NEVADA shall be allowed a commercially reasonable period of time to evaluate the technical feasibility of the request and the requirements to develop the requested Network Element or Combination. Notwithstanding the foregoing, if the Parties cannot agree within forty-five (45) days (or such other period of time as may be mutually agreeable), whether the Network Element or Combination is technically feasible, or on the requirements necessary to develop the Network Element or Combination, the Parties shall use the alternate dispute resolution process set forth in Attachment 3 to this Agreement.
- 1.6.3 The costs of developing the Network Element or Combination, which includes, but is not limited to, the cost of developing the quote, shall be recovered from any entity which utilizes the Network Element or Combination so identified, including NEVADA and its affiliates. In addition, CLEC shall pay its share of NEVADA's costs of developing any Network Element or Combination, not identified in this Agreement (including, but not limited to, the cost of developing the quote) if CLEC requests development of the Network Element or Combination but subsequently determines not to purchase the Element or Combination. In all cases, CLEC and NEVADA shall meet and confer on the amount of such costs, each Party's respective share of such costs, and the method of recovery. In the event the Parties cannot agree on the amount and method of recovery, the Parties shall track their respective development costs and will use the alternative dispute resolution process set forth in Attachment 3 to this Agreement. Any determination made in alternative dispute resolution shall be subject to modification by a subsequent decision of the Commission. In no event shall either Party allow the pendency of a dispute concerning development costs to delay analysis or implementation of the Network Element or Combination.
- 1.6.4 The charge(s) for Network Elements requested pursuant to this Section shall be specified by amendment to Attachment 8.

1.7 Subloop Unbundling (Distribution Media, Loop Concentrator/ Multiplexers, and Loop Feeder)

- 1.7.1 Requests for subloop unbundling consisting of Distribution Media, Loop Concentrator/Multiplexers or Loop Feeders (as defined in Sections 3, 4 and 5 below), i.e., sub-loop elements, shall be handled on a case-by-case basis. CLEC shall provide written notice of the subloop unbundling request to NEVADA. Upon receipt of such request, the Parties agree to meet and confer within ten (10) business days to establish the timeframe to determine the technical feasibility of the request. If it is technically feasible to provide the specific Network Elements requested, NEVADA shall provide those Network Elements to CLEC without undue delay.
- 1.7.2 If no consensus is reached regarding technical feasibility, either party may petition the Commission for a determination. The cost of determining technical feasibility and expanding the Feeder Distribution Interface (FDI) to allow for placement of additional feeder and/or distribution cables shall be allocated as set forth in Attachment 8, Section 6.2.
- 1.7.3 All work performed at the FDI shall be performed by NEVADA technicians.
- 1.7.4 A report shall be filed with the Commission within six months after completion of the first FDI access under this Agreement. The report may be filed jointly or separately by NEVADA, CLEC and any other connecting carriers. Any report filed by NEVADA or CLEC shall detail any reliability or other problems which arose during or after the FDI interconnection and the specific steps which were taken to correct those problems.
- 1.7.5 The cost of subloop unbundling shall be as specified in Attachment 8, Section 6.2.1.

1.8 AIN Technical Feasibility Testing

Once NEVADA has deployed AIN in its network and upon request by CLEC, NEVADA and CLEC shall engage in cooperative testing of interconnection between NEVADA's AIN capable switches and CLEC's AIN platform. If the testing demonstrates the technical feasibility of such interconnection, NEVADA shall provide unbundled trigger access from its AIN capable switches to CLEC's databases. Disputes regarding the outcome of the tests may be submitted to the Commission for arbitration, unless the Parties mutually agree on another form of dispute resolution. If NEVADA fails to deploy AIN during the second or third quarter of 1998,

CLEC may file a complaint with the Commission in the nature of a show cause proceeding.

1.9 Unless specified otherwise in this Attachment, NEVADA will make the Network Elements identified in this Agreement, and all Combinations specified herein used by NEVADA in its network, available on the Effective Date of this Agreement.

1.10 Development and Implementation Costs.

Development and Implementation costs for all Network Elements set forth in this Attachment, except as described in 1.6.3 above, will be determined and recovered as specified in Attachment 8.

1.11 Dark Fiber.

Where dark fiber is specified as a medium for a Network Element, the following provisions shall apply.

1.11.1 NEVADA will provide to CLEC information for a specified route regarding the location, availability and loss characteristics of dark fiber for Loops and Transport within ten (10) business days after the receipt of CLEC's written request, or longer if mutually agreed by the Parties.

1.11.2 NEVADA will provide dark fiber according to the manufacturer's specifications.

1.11.3 NEVADA may reserve and withhold dark fiber for approved and funded projects that are to be completed within one year of CLEC's request for use of the dark fiber.

1.11.4 CLEC must use electronics on fiber-optic cable pairs that provide equivalent or greater capacity to that deployed in NEVADA's network for the same route before requesting additional dark fiber pairs in that route.

**2. Network Interface Device (NID)**

2.1 General Description and Specifications of the Network Element

2.1.1 Description: NID is a device or a connection point which connects the network to the Inside Wire (IW) of a facility. The IW is

considered the end user's property and can be accessed by the end user or by others with the end user's permission. The side connecting to NEVADA's network is the property of NEVADA and is considered regulated. This side of the NID can only be accessed by NEVADA or its agents. Unbundling the NID makes the IW available to CLEC who will install their own device at the premises to connect to the end user's IW.

2.1.2. Types of NID Under this Agreement, NEVADA shall offer access to two general types of NIDs:

2.1.2.1. Simple NID, which is a standard network interface (SNI) the use of which permits the end user's customer wiring to be isolated from NEVADA's network.

2.1.2.2. Complex NID, which is a building terminal where end user customer wiring terminates on NEVADA's network.

## 2.2. Form of Access

2.2.1. Form of Access Applicable to All NIDs In all cases (simple and complex), access to NEVADA's NID will only be available through a separate NID provided by CLEC, and a separate connecting facility running either between the two NIDs, or, where a connector block is available, between CLEC's NID and the connector block where the end user customer's inside wire is attached. Unless otherwise agreed in writing, CLEC shall be responsible for providing its own NID and its own connecting facility. In addition, CLEC shall be responsible for obtaining all approvals necessary to place its NID and the connecting facility on the owner's premise. Nothing in the agreement precludes the end-user customer from re-terminating its inside wire to the CLEC-provided NID thus eliminating the need for NID-to-NID cross-connects. In addition, should CLEC purchase a combination of NEVADA's NID and NEVADA's Links, a separate CLEC NID will not be required.

2.2.2. Ordering CLEC shall order access to NEVADA's unbundled NID by placing an order, requesting access to the unbundled NID with NEVADA's Local Service Center (LSC). NEVADA agrees to install a new NID at CLEC's request.

2.2.3. When orders for simple unbundled NIDs are received by NEVADA, NEVADA shall make available to CLEC information, where available, indicating the type of NID currently employed (e.g., SNI, MPOE with Binding post identification, MPOE with color code identification, or neither). When orders for complex



unbundled NIDs are received by NEVADA, NEVADA shall make available to CLEC information indicating the type of NID currently employed (e.g., SNI, MPOE with Binding post identification, MPOE with color code identification, or neither).

2.3. General Terms and Conditions

- 2.3.1. When CLEC purchases a combination of a NEVADA NID and a NEVADA Link, Section 2.3.2 through 2.3.7, 2.3.10 and 2.4 will not be applied.
- 2.3.2. Dispatch If the Parties agree that dispatch is required (e.g., to clear or make available spare Binding posts in the NEVADA NID or to secure NEVADA's facilities at the premises), then NEVADA will dispatch a service technician to complete all necessary work at the customer's premise to protect NEVADA's facilities. Dispatch charges as set forth in Attachment 8, shall apply with each such order. Rates are based on the work function performed by NEVADA, i.e., Option A - a dispatch including the installation of a new NID, Option B - a dispatch without the installation of a NID, and Option C - no dispatch where NEVADA provides the binding post information to CLEC. There will be no charge for Option C. NEVADA shall in each case mark the terminating facilities. In the case where CLEC is unable to determine the location of the customer's facilities because NEVADA did not mark them, NEVADA will dispatch a service technician to the end user premise for the purpose of identifying the appropriate binding posts and will absorb the cost of the visit.
- 2.3.3. Protection of Facilities: In no case shall either Party connect to the NID or tie down its connecting facility directly over the other Party's facility without prior approval of the other Party and without conditioning having been performed to isolate each Party's network. Furthermore, in no instance shall either Party attach its connecting facility in any manner so as to cause voltage or its own dial tone to occur on the other Party's network. Neither Party shall leave the other Party's cable pair unterminated at the NID.
- 2.3.4. Coordination Unless requested by CLEC, no coordination is provided. If CLEC requests coordination, charges will be applied as specified in Attachment 8. In addition, unless otherwise agreed by CLEC and NEVADA, neither Party shall access the other Party's NID unless the owning Party's service technician is present, or unless the owning Party has already made the necessary modifications to isolate its network.

- 2.3.5 SNI Conversion In all residential or small business locations where a protector is used to connect to the end user customer's inside wire instead of a SNI, at CLEC's option, either the protector will be replaced and a SNI installed or CLEC will install its own SNI and connect the customer's inside wire to the new SNI. If CLEC requests NEVADA to install a new SNI, NEVADA and CLEC agree that the placement of a SNI will benefit each Party, and therefore the cost of installing the new SNI will be shared equally by NEVADA and CLEC. The charges for new SNI installation are specified in Attachment 8.
- 2.3.6. Connector Blocks When connecting to a connector block, CLEC and NEVADA will ensure that NEVADA's jumpers will be completely disconnected and not left hanging free so as to cause potential interference with other facilities of CLEC, NEVADA, or the end user customer.
- 2.3.7. Drops Either Party shall be permitted to secure its drop facility to its SNI by grounding same in an appropriate manner. Upon disconnection of service to the end user customer, either Party may leave its drop in place until another LEC or CLC needs access to the NID to provide service to the customer.
- 2.3.8 Gaining Access the NID The Parties each acknowledge and agree that a special tool is necessary for access to NEVADA's side of the SNI. Neither Party shall attempt to access any type of NID without the proper tool, and any party accessing the SNI, protector, connector block, or any other form of NID, shall exercise reasonable care and sound technician practices so as to avoid damage to the NID. Nothing in this section shall be construed to allow either Party to connect its loops directly to the other Party's NID.
- 2.3.9 Tagging End User Customer Facilities Upon request, NEVADA will dispatch a technician to tag the end user customer's inside wire facilities on the customer's side of the NID. In such cases, a dispatch charge shall apply, as specified in Attachment 8.
- 2.3.10. Special Construction Charges In the event any Special Construction is required to implement this unbundled element at any given location, Special Construction charges, as defined in Attachment 1 and set forth in Attachment 8 may apply.
- 2.4 Rates CLEC agrees to pay NID rates as specified in Attachment 8.

- 2.5 Implementation Schedule NEVADA shall make unbundled NIDS available no later than thirty (30) days after PACIFIC makes unbundled NIDS available at any location in PACIFIC territory.

### 3. Distribution Media

#### 3.1 Definition

- 3.1.1 Where technically feasible NEVADA shall provide Distribution Media to CLEC. Technical feasibility will be determined on a case-by-case basis as set forth in Section 1.7 above.
- 3.1.2 Distribution Media provides connectivity between the NID component of Loop Distribution and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office. For loop plant that contains a Loop Concentrator/Multiplexer, the Distribution Media may terminate at the FDI (if one exists), or at a termination and cross-connect field associated with the Loop Concentrator/Multiplexer. This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.
- 3.1.3. The Distribution Media may be copper twisted pair, fiber optic cable or dark fiber. A combination that includes two or more of these media is also possible. In certain cases, CLEC shall require a copper twisted pair Distribution Media even in instances where the Distribution Media for services that NEVADA offers is other than a copper facility.

### 3.2 Requirements for All Distribution Media

3.2.1 Distribution Media shall be capable of transmitting signals for the following services (as needed by CLEC to provide end-to-end service capability to its customer):

3.2.1.1 2-Wire or 4-wire Analog Basic This NEVADA unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE. In addition, coin supervision and ground start signaling options are available.

3.2.1.2 2-Wire or 4-wire Analog (Assured) The NEVADA unbundled Network Element (2-wire or 4 wire) is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz") with loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office FDI and 600 ohms at the MPOE.

3.2.1.3. 2-Wire Digital (ISDN/xDSL Capable) This NEVADA unbundled Network Element (2-wire) is an ISDN capable Distribution Facility, which is an upgrade to the Basic Distribution Facility for the transmission of digital services having no greater loss than 38db end-to-end, measured at 40,000 HZ with 135 ohms at the central office FDI and 135 ohms at the MPOE This Distribution Facility will not have any load coils or bridge taps within limits defined by the specification applicable to the ISDN/xDSL Distribution Facilities. In addition, the ISDN Capable Distribution Facility, without midspan repeaters, will be used for Distribution Facility requests to support xDSL type transmission rates.

3.2.1.4. 4-Wire Digital (1.544 mbps Capable) This NEVADA unbundled Network Element (4-wire) is a 1.544 mbps capable Distribution Facility which is an upgrade to the Basic Distribution Facility. It will be conditioned with or without digital repeaters.

3.2.1.5. 2 Wire Copper This offering (2 wire continuous copper loop from FDI to MPOE, where facilities are available) is

a physical link which can be used to support alarm type Direct Current (DC) service offerings. This Distribution Facility will not have any load coils and bridge taps will be within limits. This 2-wire copper Distribution Facility will work with most DC alarm circuits.

3.2.1.6. 2 Wire Copper Switched Digital This offering (2 wire continuous copper Distribution Facility from FDI to MPOE, where facilities are available) is a physical Distribution Facility which can be used when digital connectivity is required to the customer's premise having no greater loss than 31 db end-to-end, measured at 80,000 HZ with 135 ohms at the FDI and 135 ohms at the MPOE. This Distribution Facility will not have any load coils and bridge taps will be within limits.

3.2.2 NEVADA shall offer Distribution Media together with, and separately from the NID component of Loop Distribution.

3.3 Additional Requirements for Special Copper Distribution Media CLEC may designate Distribution Media to be copper twisted pair which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders), so that CLEC can use these Distribution Media for a variety of services by attaching appropriate terminal equipment at the ends.

3.4 Rates: CLEC agrees to pay the rates for Distribution Media specified in Attachment 8.

#### **4. Loop Concentrator/Multiplexer**

##### **4.1 Definition**

4.1.1. Where technically feasible NEVADA shall provide Loop Concentrators/Multiplexers to CLEC. Technical feasibility will be determined on a case-by-case basis as set forth in Section 1.7 above.

4.1.2 The Loop Concentrator/Multiplexer is the Network Element that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical (E/O) conversion.

- 4.1.3 The Loop Concentrator/Multiplexer function may be provided through a Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.
- 4.2 Technical Requirements NEVADA shall provide power for the Loop Concentrator/ Multiplexer, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated in this Agreement.
- 4.3 Rates: CLEC agrees to pay the rates for the Loop Concentrator/ Multiplexer specified in Attachment 8.

## 5. Loop Feeder

### 5.1 Definition:

- 5.1.1 Where technically feasible NEVADA shall provide Loop Feeder to CLEC. Technical feasibility will be determined on a case-by-case basis as set forth in Section 1.7 above.
- 5.1.2 The Loop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Loop Distribution and a termination point appropriate for the media in a central office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a central office. NEVADA shall provide CLEC physical access to the FDI, and the right to connect, the Loop Feeder to the FDI.
- 5.1.3 The physical medium of the Loop Feeder may be copper twisted pair, or fiber, including dark fiber, as designated by CLEC. In certain cases, CLEC will require a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that NEVADA offers is other than a copper facility.
- 5.2 Additional Technical Requirements for DS1 Conditioned Loop Feeder In addition to the requirements set forth in Section 4.2 above, CLEC may designate that the Loop Feeder be conditioned to transport a DS1 signal.

### 5.3 Requirements

- 5.3.1 The Loop Feeder point of termination (POT) within a LEC central office will be as follows:

5.3.1.1 Copper twisted pairs shall terminate on the MDF;

- 5.3.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and
- 5.3.1.3 Fiber Optic cable shall terminate on a LGX.
- 5.3.2 When requested by CLEC, the Loop Feeder shall provide the analog voice frequency copper twisted pair interface for switched or private line services as described below:
  - 5.3.2.1 2-Wire or 4-wire Analog Basic This NEVADA unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the FDI. In addition, coin supervision and ground start signaling options are available.
  - 5.3.2.2 2-Wire or 4-wire Analog (Assured) The NEVADA unbundled Network Element (2-wire or 4 wire) is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz") with loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the FDI.
  - 5.3.2.3 2-Wire Digital (ISDN/xDSL Capable) This NEVADA unbundled Network Element (2-wire) is an ISDN capable Feeder, which is an upgrade to the Basic Feeder for the transmission of digital services having no greater loss than 38db end-to-end, measured at 40,000 HZ with 135 ohms at the central office POI and 135 ohms at the FDI; without loop repeaters, midspan repeaters may be required. This Feeder will not have any load coils or bridge taps within limits defined by the specification applicable to the ISDN/xDSL Feeders. In addition, the ISDN Capable Feeder, without midspan repeaters, will be used for Feeder requests to support xDSL type transmission rates.
  - 5.3.2.4 4-Wire Digital (1.544 mbps Capable) This NEVADA unbundled Network Element (4-wire) is a 1.544 mbps capable Feeder which is an upgrade to the Basic Feeder. It will be conditioned with or without digital repeaters.

5.3.2.5 2 Wire Copper This offering (2 wire continuous copper Feeder from DF to FDI, where facilities are available) is a physical link which can be used to support alarm type Direct Current (DC) service offerings. This Feeder will not have any load coils and bridge taps will be within limits. This 2-wire copper Feeder will work with most DC alarm circuits.

5.3.2.6 2 Wire Copper Switched Digital This offering (2 wire continuous copper Feeder from DF to FDI, where facilities are available) is a physical link which can be used when digital connectivity is required to the customer's premise having no greater loss than 31 db end-to-end, measured at 80,000 HZ with 135 ohms at the central office POI and 135 ohms at the FDI. This Feeder will not have any load coils and bridge taps will be within limits.

5.4 Rates: CLEC agrees to pay the rates for the Loop Feeder element specified in Attachment 8.

## 6. **Loops**

### 6.1. General Terms and Conditions

6.1.1. The terms Loops and Links are synonymous.

6.1.2 Use and Suitability of Loop Service Unbundled loops may not be used to provide any service that would degrade or otherwise adversely affect NEVADA's network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. NEVADA will provide CLEC each Link type according to the technical parameters specified for each Link in Section 6.2 below. NEVADA will determine the medium the Link is provisioned over to meet the appropriate technical parameters, except that, if CLEC requires a specific type of loop to meet the technical requirements of a proposed service, NEVADA will provide such a loop where available.

6.1.3 Assigned Telephone Number CLEC, when not using NEVADA's switching capabilities, is responsible for assigning any telephone numbers necessary to provide its end users with Exchange Service.

6.1.4 Loops are comprised of three network elements: distribution, concentration and feeder plant. Services that this combination may support are described below. NEVADA will make available



plant capable of interfacing on copper, coaxial cable, and optical fiber facilities, including dark fiber.

## 6.2 Types of Loops/Links

- 6.2.1 Loops/Links, a NEVADA service, are derived by bundling the distribution and feeder elements, and may, as an option, include the concentrator element. Services that these bundled elements may support are described below. NEVADA loop mediums include copper and optical fiber facilities, including dark fiber.
- 6.2.2 2-Wire or 4-wire Analog Basic Link This NEVADA unbundled Network Element is Plain Old Telephone (POTS) grade two-wire or 4-wire circuit or equivalent voice frequency channel that supports analog transmission of 300-3000 Hertz (Hz) with loss no greater than 8.0 db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE. In addition, coin supervision and ground start signaling capable links will be provided where CLEC provides its own switching function or when CLEC orders a combination of an unbundled coin or PBX switch port with a Basic Link.
- 6.2.3 2-Wire or 4-wire Analog (Assured) Link The NEVADA unbundled Network Element (2-wire or 4 wire) is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz") with loss no greater than 5.5db measured at 1004 Hz with 900 ohms at the central office POI and 600 ohms at the MPOE.
- 6.2.4. 2-Wire Digital (ISDN/xDSL Capable) Link This NEVADA unbundled Network Element (2-wire) is an ISDN capable Link, which is an upgrade to the Basic Link for the transmission of digital services having no greater loss than 38db end-to-end, measured at 40,000 Hz with 135 ohms at the central office POI and 135 ohms at the MPOE; without loop repeaters, midspan repeaters may be required. This Link will not have any load coils or bridge taps within limits defined by the specifications applicable to the ISDN/xDSL Links. In addition, the ISDN Capable Link, without midspan repeaters, will be used for Link requests to support xDSL type transmission rates. The Parties will work cooperatively to meet transmission and interference standards and assure that other services are not adversely affected.
- 6.2.5. 4-Wire Digital (1.544 mbps Capable) Link This NEVADA unbundled Network Element (4-wire) is a 1.544 mbps capable Link which is an upgrade to the Basic Link. It will be conditioned with or without digital repeaters.

- 6.2.6 2 Wire Copper Link This offering (2-wire continuous copper loop from DF to MPOE, where facilities are available) is a physical link which can be used to support alarm-type Direct Current (DC) service offerings having no greater loss than 7.0 db measured at 1004 Hz with 600 ohms at the central office POI and 600 ohms at the MPOE, allowing for an additional 1.0 db loss for any equipment placed by CLEC at the MPOE. This Link may have load coils, and bridge taps will be within limits. This 2-wire copper Link will work with most DC alarm circuits.
- 6.2.7 2 Wire Copper Switched Digital Link This offering (2 wire continuous copper loop from DF to MPOE, where facilities are available) is a physical link which can be used when digital connectivity is required to the customer's premise having no greater loss than 31 db end-to-end, measured at 80,000 HZ with 135 ohms at the central office POI and 135 ohms at the MPOE. This link will not have any load coils and bridge taps will be within limits.
- 6.3. Form of Access Interconnection to loops will be at the central office POI. Access to unbundled loops may occur in the following manner:
- 6.3.1 By purchasing an EISCC to CLEC's collocated equipment in the same NEVADA Central Office, or
- 6.3.2. By purchasing NEVADA's unbundled transport service at rates as specified in Attachment 8.
- 6.3.3 Combining Links and NEVADA's LSNE In addition to the connections described above, CLEC may combine NEVADA's Links with NEVADA's LSNE.
- 6.3.4 Combining NID, Links and NEVADA's LSNE In addition to the connections described above, CLEC may combine NEVADA's NID, Links and LSNE
- 6.4. Responsibilities of the Parties
- 6.4.1. CLEC shall provide to NEVADA forecasts of the number of Links at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Link order. Where and when CLEC has forecasts for Links at a more discrete level, CLEC will provide such forecasts to NEVADA.
- 6.4.2. CLEC will provide end-user customer listing information for the purpose of providing E911 Service.

6.5. Implementation Schedule

6.5.1 2-Wire Basic and 2-Wire Assured Link Service will be available on an unbundled basis on the Effective Date of this Agreement from all NEVADA Wire Centers on a first-come, first-served basis, applicable to all CLCs, including NEVADA, and subject to the availability of NEVADA's facilities and facilities at the MPOE at the premises of the CLEC end user customer. However, certain of NEVADA's geographical areas are currently served solely via Integrated Digital Loop Carrier (IDLC). In such areas NEVADA will make alternate arrangements equal in quality to those used by NEVADA, to permit CLEC to order a contiguous unbundled loop at no additional cost to CLEC. As mutually agreed, these arrangements may include, but are not limited to, the following: (i) provide CLEC with copper facilities, or (ii) universal digital loop carrier facilities that are acceptable to CLEC, or (iii) convert IDLCs to non-integrated systems. If CLEC requests copper only facilities, additional special construction charges may apply.

6.5.2 Combination of NEVADA's NID and its 2-Wire Basic/2-Wire Assured Link Service will be available on the Effective Date.

6.5.3 Implementation of other Link products NEVADA shall make available 2-Wire Digital (ISDN/xDSL Capable) Links, 4-Wire Digital (1.544 mbps Capable) Links, 4-Wire Analog Basic Links, 4-Wire Analog Assured Links and 2-Wire Copper Links at CLEC's request, but no later than thirty (30) days after Pacific Bell makes the requested type of Link available at any location in Pacific Bell territory.

6.5.4 Implementation of Links combined with LSNE (Options A, B and C) Links may be combined with LSNE simultaneously with the availability of the particular LSNE Option pursuant to the LSNE implementation schedule specified in this Attachment.

6.6 Rates for Loops are specified in Attachment 8. There will be no separate charge for NID when CLEC purchases an unbundled loop, as a NID is included with each unbundled loop.

7. Unbundled Switching

7.1. Unbundled Local Switching Network Element (LSNE) NEVADA shall make available unbundled switching capacity, including dial tone, digit reception, access to signaling, deployed AIN supporting capabilities and vertical features, with routing to interoffice trunks and interoffice transport provided by NEVADA or to designated trunk groups specified and purchased by CLEC. NEVADA designates this service "Local Switching

Network Element” (LSNE). In purchasing LSNE, CLEC must obtain a line side port (including a telephone number and, at CLEC’s option, a directory listing) for access to the switching functions and vertical features provided by the switch, and some designation of trunking for completion of calls, with the exception of intra-switch calls. All intra-switch calls are completed using NEVADA’s switch and no trunk designation is made for completion of such calls.

7.1.1. Types of charges

7.1.1.1. Line Port charges as set forth in Attachment 8.

7.1.1.2. Nothing in this Section 7 means that the vertical features are included or excluded from the prices for switching. The issue of the appropriate charges for vertical features, if any, shall be as specified in Attachment 8.

7.1.1.3. Any applicable directory assistance or operator assistance charges as set forth in Attachment 8.

7.1.1.4. Usage sensitive (per minute of use) local switching charges, as set forth in Attachment 8 and Attachment 18. Usage will be recorded in one second increments. Usage seconds will be totaled for the entire monthly bill and then rounded to the next whole minute. Usage sensitive local switching charges will be on a per minute of use basis and applied to all originating and terminating traffic, including, but not limited to local, toll, E 911 calls, calls to time and weather announcements, etc. NEVADA will (where feasible) measure and charge for all non-conversation time (e.g., ringing, calls to busy lines, intercept). Where non-conversation time cannot be measured the Parties will mutually agree on the appropriate measure and charge.

7.1.1.5. Charges for completion of interconnection traffic (local and toll) shall be determined pursuant to Attachment 18.

7.1.2. Form of Line Port Access Access to LSNE, as specified in Section 7.1.3., may occur in the following manner:

7.1.2.1. LSNE Access, Cross-Connection Through Collocation: From CLEC’s collocation space, CLEC may purchase an EISCC cross-connection to NEVADA’s Line Side Port to obtain access to LSNE.

- 7.1.2.2. Combining Links and LSNE: CLEC may combine Links and NEVADA's LSNE. Under this scenario, CLEC shall not be required to purchase a cross connection facility from NEVADA's central office distribution frame to the Line Side Port of the switch.
- 7.1.2.3. Combining Links, LSNE and Transport: CLEC may combine Links, the LSNE, and transport facilities, which can be dedicated, shared or common transport from NEVADA. Under this scenario, CLEC shall not be required to purchase any cross-connection facility from NEVADA.
- 7.1.3. Types of LSNE NEVADA will provide LSNE to CLEC using routing options A, B, and C, as described below in sections 7.1.3.1. through 7.1.3.3. LSNEs will be provided with any available end user-level routing functions in a particular switch. In addition, NEVADA will provide the switch-level routing options described below. Any limitations on LSNE design in Pacific Bell territory will apply in NEVADA territory.
- 7.1.3.1 Option A: NEVADA-Provided Interoffice Transport and NEVADA-Provided Operator and Directory Assistance Services In this configuration, CLEC purchases a Line Port and receives a telephone number and directory listing, switching capacity, switch features including deployed AIN capabilities and completion to NEVADA's interoffice trunks for all multiple-switch local calls, calls to operator and directory assistance services, E-911, intraLATA toll calls and switched access calls. In this configuration, intra-switch calls are also provided through NEVADA's switch. NEVADA will be solely responsible for design and engineering of the trunks under this option. In addition, NEVADA will provide all O-, operator and directory assistance services under this option. NEVADA's switching capacity will be programmed to allow routing to and from CLEC's line ports, including operator and directory assistance calls, to NEVADA's network.
- 7.1.3.1.1 Rates The charges set forth in Section 7.1.1 shall apply.
- 7.1.3.2. Option B: NEVADA-Provided Interoffice Transport with Customized Routing-Simple and with Operator and/or Directory Assistance (DA) Services Unbundled from

NEVADA's Line Port Switching Capacity In this configuration, CLEC purchases a Line Port and receives a telephone number and a directory listing, Switching Capacity, switch features (including deployed AIN supporting capabilities) and completion to NEVADA's interoffice trunks for all multiple-switch local calls, E-911 calls, intraLATA toll and Switched Access calls. In this configuration, intra-switch calls are also provided through NEVADA's switch. With the exception of trunks for operator and/or directory assistance services, or both, NEVADA will be solely responsible for design and engineering of its interoffice trunks. CLEC will be required to order separate trunks for operator services provided by itself or a third party identified by CLEC to provide such services. Transport facilities may be purchased from NEVADA, or connected to CLEC's facilities through a collocation cage by obtaining a cross connection from NEVADA. CLEC will be responsible for design and engineering of the operator and/or directory assistance trunks under this option, and shall also be responsible for designating the transport facilities it desires, if any, from NEVADA and the points where these facilities shall terminate. In addition, CLEC shall be responsible for providing all operator and/or directory assistance services. NEVADA's switching capacity will be programmed for CLEC to allow routing of calls to NEVADA's shared network, except operator and/or directory assistance calls will be routed to the trunks designated by CLEC. In this configuration, the following charges specified in Attachment 8 will apply:

7.1.3.2.1 The charges set forth in Section 7.1.1 above.

7.1.3.2.2. Non recurring switch programming charges as specified in Attachment 8.

7.1.3.2.3 Trunk Port Cross Connect Charge (EISCC).

(a) If CLEC provides its own dedicated transport to CLEC designated DA and/or operator platform, a cross-connection charge from the unbundled switch element to CLEC's designated collocation cage located in the same office shall apply at the rates set forth in Attachment 8.

(b) There will be no cross-connect charge if CLEC selects dedicated transport from NEVADA's intrastate Special access tariffs or NEVADA's unbundled dedicated transport for connection to CLEC's designated POI.

7.1.3.3. Option C: Customized Routing - Complex for CLEC Traffic Using Routes Designated by CLEC This option is customized routing for CLEC traffic in the manner designated by CLEC, and it requires that special customized routing programming be provided by NEVADA pursuant to CLEC's instructions. This option will include all of the features listed in Options A and B. However, with this Option, CLEC may direct all LSNE-originated traffic on a dialed NPA-NXX basis to a trunk port other than the standard used for NEVADA's routing. In this configuration, CLEC obtains one or more line ports and receives a telephone number and directory listing, switching capacity, switch features, including deployed AIN supporting capabilities, and transport, that will permit the completion of multiple-switch Local Calls, calls to either operator or directory assistance services, or both, E911 calls, intraLATA toll calls, and Switched Access calls. In this configuration, intra-switch calls will be provided through NEVADA's switch. Inter-switch calls will be provided from either shared or designated common or dedicated transport facilities. CLEC will be solely responsible for design and engineering of any dedicated transport under this option. NEVADA will be solely responsible for design and engineering of any NEVADA-provided shared or common transport used under this option. Dedicated transport may be purchased from NEVADA or CLEC may provide its own. In this configuration, the following charges will apply:

7.1.3.3.1. Rates The charges set forth in Section 7.1.3.2 shall apply.

#### 7.1.4. Implementation Schedule

7.1.4.1. CLEC may place an order for Option A, Option B or Option C from NEVADA at any time after PACIFIC deploys the requested Option with similar routing logic at any location in PACIFIC territory. NEVADA will deploy Option A within forty-five (45) days after CLEC's order for a particular switch, provided that CLEC places orders for

no more than five (5) switches for Option A in any thirty day period. NEVADA will deploy Options B and C within ninety (90) days after CLEC's order for a particular switch.

7.1.4.2 CLEC may place an order for direct routing of operator and directory assistance as specified in Section 4.2 of Attachment 5 at any time after PACIFIC deploys such direct routing at any location in PACIFIC's territory. NEVADA will deploy such direct routing within ninety (90) days after CLEC's order.

7.1.5 Forecasts. CLEC shall provide to NEVADA forecasts of the number of LSNE ports at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first LSNE port order. Where and when CLEC has forecasts for LSNE ports at a more discrete level, CLEC will provide such forecasts to NEVADA.

## 7.2. Tandem Switching

7.2.1. General Description and Specifications of the Unbundled Element NEVADA will provide, subject to the terms and conditions specified herein, the following unbundled Tandem Switching:

7.2.1.1. Standard Tandem Switching Tandem Switching allows use of the Tandem Switch itself for the transmission of calls between two switches connected to that tandem, without any customized routing. NEVADA's unbundled Tandem Switching will allow CLEC to originate a call to, or terminate a call from, a CLC, another LEC, Wireless Service Provider, or another switch, using the normal routing established in NEVADA's tandem.

7.2.1.2. Custom Tandem Switching In addition to the standard Tandem Switching capabilities, custom Tandem Switching will allow CLEC to originate a call to or terminate a call from a CLC, another LEC, Wireless Service Provider, or another switch using CLEC's own interoffice facilities. Custom Tandem Switching consists of three options:

7.2.1.2.1 Option 1: Custom Basic--Use of NEVADA's Shared Transport This option uses screening that treats CLEC as a homing End Office. The Custom Basic unbundled Tandem Switching may use dedicated tandem trunk groups that



allow full LATA-wide completion over NEVADA's shared transport. EMR records will need to be exchanged with ILECs who receive calls initiated from CLEC completing over NEVADA's network. Calls routed to CLEC will use normal LERG routing.

7.2.1.2.2 Option 2: Custom Simple--Use of NEVADA's Common Transport

This option uses screening that treats CLEC as an IEC. The Custom Simple unbundled Tandem Switching will use dedicated trunk groups towards NEVADA's common transport that will limit calls to the single tandem serving area. This option is only able to use common transport in the terminating direction. Originating calls from NEVADA's End Offices must use shared transport to the tandem. Custom Simple uses a Type 2A trunk port with unique screening capabilities to route traffic to common transport trunk groups.

7.2.1.2.3 Option 3: Custom Complex--Routing Designed to CLEC's Specifications

The Custom Complex tandem unbundled switching will use customized routing for calls sent from CLEC to NEVADA's tandem that will be designed to CLEC's specifications, where technically feasible. The use of route advance or overflows with this option will not advance to or from dedicated trunk ports to NEVADA common or shared transport. NEVADA cannot bill the overflow. Notwithstanding the foregoing, the Parties will meet and confer immediately after the Effective Date of this Agreement in an effort to find a solution which can be implemented to enable NEVADA to bill the overflow. This Option will be available where routing has been deployed and is similar to an arrangement deployed in PACIFIC's territory. If the option is not similar, the date when CLEC can place such an order will be as mutually agreed by the Parties. In the event the Parties are unable to agree on a solution for Option C, the Parties shall submit any

dispute to Alternative Dispute Resolution as set forth in Attachment 3.

7.2.1.3 When CLEC uses NEVADA's LSNE (except where CLEC requests Dedicated Transport using Options B or C), use of the tandem is included in the common transport charges set forth in Attachment 8.

7.2.2 Implementation Schedule

7.2.2.1. Standard Tandem Switching as described herein will be available as of the Effective Date of this Agreement.

7.2.2.2 Customized Tandem Switching as described in Options 1 and 2 will be available for order when routing has been deployed and is similar to an arrangement deployed in PACIFIC's territory. In such situations NEVADA will deploy Customized Tandem Switching within ninety (90) days after CLEC places an order. If the option is not similar, the date when CLEC can place such an order will be mutually agreed to by the parties. CLEC may place an order for Customized Tandem Switching as described in Option 3 as specified in Section 7.2.1.2.3 above.

7.2.3 Tandem Switching Rate CLEC agrees to pay the Tandem Switching rate listed in Attachment 8.

**8. Unbundled Interoffice Transmission Facilities (Transport)**

8.1 General Description and Specifications of the Network Element NEVADA will make available, subject to the terms and conditions specified herein, the following unbundled transport facilities:

8.1.1. Entrance Facilities in Connection with Dedicated Transport NEVADA will make available the following entrance facilities, pursuant to the charges set forth in Attachment 8, upon request of CLEC:

8.1.1.1. Connections between the NEVADA's Wire Center that serves an CLEC switch and the CLEC switch.

8.1.1.2. Connections between NEVADA's serving Wire Center and the Point of Presence of CLEC's IXC's switch.

8.1.2 Dedicated Transport Is an interoffice transmission path between NEVADA's Wire Centers. Digital Cross-Connect System (DCS) functionality is available as an option which can be used in

connection with Dedicated Transport. NEVADA will make available the following dedicated connections, upon request of CLEC:

8.1.2.1. Connections between NEVADA End Offices or between NEVADA End Offices and NEVADA serving Wire Centers;

8.1.2.2. Connections between a NEVADA End Office and a NEVADA EISCC to an CLEC collocation space located in a distant NEVADA End Office.

8.1.3. Common Transport Common transport will be available between NEVADA End Offices and NEVADA's Tandem Switch.

8.1.4. Shared Interoffice Transport Shared transport will only be available where CLEC purchases LSNE. Shared transport provides call completion from a NEVADA End Offices where LSNE is purchased and the terminating NEVADA End Office or POI where the call leaves NEVADA's network.

8.1.4.1. Use of the tandem is included in the Shared Interoffice Transport charges set forth in Attachment 8.

## 8.2 Form of Access

8.2.1. Dedicated Transport CLEC may order dedicated transport to connect to the EISCC, USCC, unbundled Switch Trunk Ports, or Entrance Facilities.

8.2.2. Common Transport Access to common transport will be available through interconnection at the access tandem.

8.2.3. Shared Interoffice Transport Access to shared transport will only be available where CLEC purchases LSNE. The Parties acknowledge that there is no physical shared transport to unbundle between NEVADA's End Office switches and NEVADA's End Offices and Tandem Switches, and CLEC's interest is in the shared use of transport between NEVADA's switches and the associated underlying performance characteristics. NEVADA will make available to CLEC shared transport as currently implemented within NEVADA's interoffice network. NEVADA will engineer, provision and maintain such shared interoffice transport facilities and equipment under existing methods and procedures.

- 8.2.4. Use of DCS NEVADA shall make DCS equipment available to CLEC as a separate unbundled Network Element. NEVADA shall make available unbundled DCS no later than thirty (30) days after PACIFIC makes DCS available at any location in PACIFIC territory.
- 8.2.5. CLEC may connect Links at NEVADA's DF to unbundled transport through multiplexing, e.g., D4 channel bank, DCS or Unbundled Services Cross Connect (USCC).
- 8.2.6. Entrance Facilities: CLEC may order Entrance Facilities to connect to the EISCC, USCC, unbundled Switch Trunk Ports, or Dedicated Transport.

### 8.3. General Terms and Conditions

- 8.3.1. For dedicated transport, NEVADA will provide transport unbundled from switching and other services. Such transport services will allow CLEC to send individual or multiplexed switched and dedicated services between NEVADA's Wire Centers.
- 8.3.2. Dedicated transport will be available with the following functionality or optional services:
  - 8.3.2.1. Protection and restoration of equipment and interfaces at parity with levels NEVADA maintains for its own transport facilities;
  - 8.3.2.2. Compliance with Bellcore and industry standards to the extent implemented in NEVADA's transport network;
  - 8.3.2.3. Redundant power supply or battery back-up to the extent implemented in NEVADA's transport network;
  - 8.3.2.4. Provisioning and maintenance performed to the same extent such provisioning and maintenance is performed on NEVADA's own transport network.
- 8.3.3. NEVADA will make available interoffice transport services capable of interfacing on facilities currently deployed in NEVADA's network, or on facilities deployed in NEVADA's network in the future. NEVADA will offer the interoffice transport services capable of handling all transmission rates deployed in NEVADA's network.

- 8.3.4. Transmission Levels Where deployed, NEVADA will make dedicated transport available at the following speeds: DS0, DS1, DS3, and commercially available Optical Carrier levels (e.g., OC-3/12/48).
- 8.3.5. Upon request, and subject to the conditions and requirements for using dark fiber as a medium for Network Elements, NEVADA shall provide transport using dark fiber as the medium. In that event, in each tandem or end office that serves as the point of termination, NEVADA shall provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, NEVADA shall provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.
- 8.4. Implementation Schedule Unbundled transport will be available as of the Effective Date of this Agreement, except that unbundled transport combined with LSNE will be available simultaneously with the availability of the particular LSNE Option pursuant to the LSNE implementation schedule specified in this Attachment.
- 8.5. Rates CLEC agrees to pay the transport rates specified in Attachment 8.
- 8.6. Forecasts. CLEC shall provide to NEVADA forecasts of the number of Unbundled Transport facilities at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Unbundled Transport order. Where and when CLEC has forecasts for Unbundled Transport facilities at a more discrete level, CLEC will provide such forecasts to NEVADA.

## **9. Signaling And Databases**

### **9.1. Signaling Networks**

- 9.1.1. General Description and Specifications of the Unbundled Element As described in this section, NEVADA will make available interconnection to its SS7 signaling network to enable signaling necessary for call routing and completion. NEVADA will also make available unbundled nondiscriminatory access to SS7 signaling links and NEVADA's Signaling Transfer Points (STPs).

### **9.2. Form of Access and General Terms and Conditions**

- 9.2.1. The Parties will interconnect their networks using SS7 signaling protocol as defined in PUB L-780023-PB/NB, Issue 3 or later for trunk signaling.

- 9.2.2. CLEC may establish CCS interconnections with NEVADA either directly or through a third party. CCS interconnection, whether direct or by third party, shall be pursuant to the Pacific Bell/Nevada Bell CCS network interface specification document PUB L-780023-PB/NB, which will be updated to include interconnection interface specifications for unbundled signaling links and access to NEVADA's STPs. The Parties will cooperate in the exchange of ISUP and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.
- 9.2.3. NEVADA's current CCS/SS7 interconnect questionnaire will be revised to facilitate the exchange of routing and network architecture information between the Parties to provision unbundled signaling links and STP access. Both Parties will provide all SS7 signaling parameters, including Calling Party Number (CPN), and procedures that are implemented within both Parties' SS7 networks and communicate relevant signaling information via the CCS/SS7 Interconnect questionnaire provided by NEVADA's CLEC account team. All privacy indicators of the Parties will be honored. Also, CLEC will provide their SS7 network node, address information and identify the SS7 services they request using the SS7 questionnaire.
- 9.2.4. NEVADA will make available to CLEC NEVADA's signaling links and access to NEVADA's STPs or access to NEVADA's STPs with CLEC-provided signaling links to provide capability to support call set-up and to support CCS-based features being provided on the effective date of this Agreement. Signaling links will be provisioned at 56 Kbps, or at 1.5 Mbps if available.
- 9.2.5. NEVADA will provide CLEC with access through NEVADA's STPs to the following elements connected to NEVADA's SS7 network: (1) NEVADA's SS7-capable End Offices and Access Tandem Switches; (2) third-party CLC switches; (3) third-party CLC STPs, if the third-party CLC and NEVADA have STP-to-STP interconnection ; and (4) NEVADA will provide CLC signaling links and/or access to NEVADA's STPs for signaling between CLC's switches or between CLEC and third-party switches (including unbundled switching elements) when CLEC's and/or third-party's switches are interconnected to NEVADA's SS7 signaling network.

- 9.2.6. At CLEC's option, CLEC may connect its switches to NEVADA's STPs by means of "A" link access and may connect CLEC STPs to NEVADA's STPs by means of "D" link access. NEVADA will designate the STP pair for interconnection, and CLEC will then designate the Signaling Point of Interconnection ("SPOI") within the STP pair.
- 9.2.7. All "A" links provided by NEVADA or CLEC will consist of two link sets, and "D" links will consist of four link sets.
- 9.2.8. CLEC's SS7 links will be interconnected to NEVADA's STPs in the manner specified within PUB L-780023-PB/NB, Issue 3 or later. When CLEC connects its links to NEVADA's STP, a port charge will apply as specified in Attachment 8; provided, when CLEC provides its own links it must access NEVADA's STP port through a collocation cage.
- 9.2.9. NEVADA will provide to CLEC all the signaling link functions, and all the Signaling Connection Control Point ("SCCP") functions that are deployed in NEVADA's SS7 network.
- 9.2.10. Nevada will provide CLEC with ordering and provisioning procedures for obtaining unbundled signaling links and/or STP access.
- 9.3. Implementation Schedule and Rates SS7 STP interconnection is available in NEVADA access tariffs today.
  - 9.3.1. Implementation will include testing consistent with industry standards. Testing of SS7 interconnection shall include completion of all tests described in NEVADA's/Pacific Bell's CCS Network Interconnection Testing documents and defined by the Internetwork Interoperability Test Plan (IITP). These tests shall serve as the minimum amount of testing required to ensure successful signaling network interworking.
  - 9.3.2. Rates CLEC agrees to pay the signaling link charge and/or signaling port charge listed in Attachment 8.
- 9.4. Call-Related Databases
  - 9.4.1. Toll Free Service Database (800/888)
  - 9.4.2. General Description and Specifications of the Unbundled Element NEVADA will provide access to its 800/888 database if CLEC requests such access from NEVADA as described below.

9.4.3. Form of Access

9.4.3.1. CLEC's query access to NEVADA's toll free service database (800/888) will be via interconnection at PACIFIC's Regional or NEVADA's Local STPs consistent with existing network interface specifications. Specific terms for routing Toll Free Services are addressed in Attachment 18.

9.4.3.2. NEVADA will provide CLEC with ordering and provisioning procedures for obtaining access to NEVADA's 800/888 database.

9.4.4. Implementation Schedule Query access to 800/888 is available today in NEVADA's access tariffs.

9.4.5. Rates CLEC agrees to pay the toll free service (800/888) database query rate(s) as specified in Attachment 8. They will be applied when CLEC is the intraLATA service provider for the toll free service customer.

9.5. Line Information Databases ("LIDB")

NEVADA acknowledges that it is required to provide unbundled access to LIDB under the Act and that it currently does not have its own LIDB. Therefore NEVADA agrees that it will cause PACIFIC to enter into an agreement with CLEC whereby PACIFIC will give CLEC the same LIDB arrangements, including SMS access, that NEVADA has with PACIFIC. If at any time NEVADA develops its own LIDB, NEVADA will provide CLEC with unbundled access to its LIDB.

9.6. Advanced Intelligent Network Databases ("AIN")

General Description and Specifications of the Unbundled Element: Currently NEVADA does not have an AIN platform in place. At such time as NEVADA deploys an AIN platform, NEVADA will provide the following:

9.6.1. NEVADA will provide CLEC access to NEVADA's End-Office triggers when CLEC purchases NEVADA's LSNE to access NEVADA's AIN databases. Upon deployment of additional AIN elements within Nevada, CLEC may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, on a customer-specific basis. NEVADA will also provide CLEC with query access to its AIN databases, when deployed, to support AIN services.



9.6.2. NEVADA will provide CLEC access to NEVADA's End-Office triggers when CLEC purchases NEVADA's resold basic exchange lines to access CLEC services created via access to NEVADA's Service Creation Environment and residing in NEVADA's Service Control Point.

9.6.3. When NEVADA deploys SCPs, AIN messages sent from CLEC to NEVADA's SCP will be via interconnection at NEVADA's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Bellcore's Technical Reference TR-NWT-001285.

CLEC may access NEVADA's AIN databases and services or CLEC services created via access to NEVADA's Service Creation Environment.

The requirements for these messages may be modified by AIN access mediation (specifications not yet available).

9.6.4. Subject to a determination of technical feasibility as set forth in Section 1.8 above, NEVADA shall provide CLEC access to NEVADA's End-Office AIN triggers for interconnection with CLEC's AIN service platform. NEVADA will make available such unbundled query access to AIN End Office Triggers as set forth in Section 1.8 above.

9.6.5. Nevada will provide CLEC with ordering and provisioning procedures for obtaining access to NEVADA's AIN databases when those features are deployed in Nevada.

9.6.6. Rates CLEC agrees to pay the applicable AIN rates as specified in Attachment 8.

## **10. Service Management System ("SMS")**

### **10.1. SMS For AIN**

#### **10.1.1 General Description and Specifications of the Unbundled Element**

Following deployment within NEVADA, SMS will allow CLEC to update AIN service data residing in NEVADA's AIN network for use on CLEC lines.

#### **10.1.2. Form of Access**

10.1.2.1 Access to AIN Service Management will be provided via electronic file transfer of CLEC data to NEVADA for entry by NEVADA at one of NEVADA's AIN administrative terminals. Electronic access to an AIN SMS system will be provided when that system is deployed according to the implementation schedule listed below.

10.1.3. Rates SMS rates are specified in Attachment 8.

10.1.4. Implementation NEVADA will make access to the AIN Service Management System available to CLEC upon deployment within Nevada.

10.2 Access to the Service Creation Environment ("SCE") of the AIN Database

10.2.1. General Description and Specifications of the Unbundled Element

Upon deployment within Nevada, NEVADA Bell will provide CLEC with access to NEVADA's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services upon deployment within NEVADA. All AIN services may require AIN laboratory testing prior to deployment into the network. Testing will evaluate compatibility with NEVADA's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.

10.2.2. Form of Access CLEC may choose among the following forms of access:

10.2.2.1. Under Option 1, CLEC provides NEVADA with documentation and logic design for the desired service. NEVADA Bell personnel will operate the AIN SCE terminal to create the service as described by CLEC.

10.2.2.2. Under Option 2, CLEC personnel will operate NEVADA's SCE terminals themselves.

10.2.2.3. Under Option 3, CLEC will develop service logic using CLEC's Bellcore SPACE platform and will transfer the file to NEVADA for testing and deployment.

10.2.3. General Terms and Conditions

In all options described above, newly created or modified services will be transferred to the AIN laboratory for testing prior to

deployment into the network using the same tests performed on NEVADA's AIN services.

10.2.4. Implementation Schedule for SCE

10.2.4.1. Upon request by CLEC, NEVADA will make Option 1 available no later than thirty (30) days following SCE deployment within NEVADA's network.

10.2.4.2. NEVADA will make Option 2 available to CLEC when partitioning of NEVADA's SCE is available.

10.2.4.3. Upon request by CLEC, NEVADA will make Option 3 available no later than thirty (30) days following SCE deployment within NEVADA's network.

10.2.5. Rates Rates for all Options shall be as specified in Attachment 8.

**11. Operator Services**

11.1.1. Unbundled Operator Services allows CLEC to offer intraLATA operator assistance services to its end user customers, using NEVADA's Operators on an unbundled basis.

11.1.2. NEVADA Operator Services provides the calling party with general assistance, assistance in completing intraLATA calls, and a means to alternately bill calls by dialing 0- or 0+, as follows:

11.1.2.1. IntraLATA call completion services include Station-to-Station, Person-to-Person, connection to DA, dialing assistance for trouble conditions, and transfers to repair services;

11.1.2.2. Alternate billing services include Station Collect, Station Billed to Third Number, Station Calling Card, Person Collect, Person Billed to Third Number, and Person Calling Card.

11.1.2.3. General assistance calls include general assistance (e.g., time and area code requests), dialing instructions, Busy Line Verification, Busy Line Interrupt, credit requests (wrong number, etc.), emergency assistance, disabled customer assistance, IXC requests (customer will be referred to "00"), and language assistance in Spanish. Where a customer asks for information about CLEC rates, NEVADA will transfer the caller to an CLEC operator at no charge.

11.1.3. Branding Whenever NEVADA provides Operator Services on behalf of CLEC, calls will be unbranded.

## 11.2. Form of Access

- 11.2.1. Trunking If CLEC purchases the Operator Services unbundled element, CLEC may either provision its own trunk group or order unbundled dedicated Operator Services trunks from NEVADA to connect from an End Office(s) to NEVADA's DMS 200 TOPS switch. These dedicated one-way trunk groups will conform to Modified Operator Services Signaling ("MOSS") or Exchange Access Operator Services Signaling ("EAOSS").
  - 11.2.1.1. "0" and "0+" Access If CLEC purchases the Operator Services unbundled element, NEVADA will permit CLEC's local exchange customers to connect to NEVADA's Operator Services by dialing "0," or "0" plus the desired intraLATA telephone number.
- 11.2.2. On CLEC to TOPS trunk group, NEVADA will complete intraLATA 0-, 0+, and 1+ coin dialed traffic only.
- 11.2.3. With ANI 07 and ANI 06 signaling, NEVADA will perform all necessary switch translations in the DMS 200 TOPS switch in order to provide billing restrictions. Call screening and billing restrictions are provided by using Automatic Number Identification (ANI) and screening codes. CLEC must provide timely screening data updates using Operator Services Screen Code Assignment List.
- 11.2.4. NEVADA will access PACIFIC's LIDB for CLEC's customers on an as-needed basis to obtain:
  - 11.2.4.1. Billing telephone number;
  - 11.2.4.2. Associated billing restrictions using NEVADA's screen code categories; and
  - 11.2.4.3. Adds, deletes, and changes.
- 11.2.5. Switching and Signaling
  - 11.2.5.1. MOSS or EAOSS signaling are required. Documents providing the signaling interface between CLEC EO and TOPS are found in TR144 and TR506.
  - 11.2.5.2. Where MOSS is selected, CLEC must order separate trunk groups for each NPA served.

- 11.2.5.3. CLEC must also have a point of presence ("POP") at NEVADA's DMS 200 switch within each LATA served by CLEC.
- 11.2.5.4. In LATA 720 CLEC may use NEVADA's DMS 200 TOPS switch for interconnection for operator services.
- 11.2.6. Billing records will be recorded at the TOPS switch and billing detail will be passed to CABS. Detailed billing records will be passed to CLEC for end user billing.
  - 11.2.6.1. AMA billing will be created at the selected DMS 200 TOPS switch. These records will be created in Expanded Bellcore AMA Format ("EBAF") Phase 2.
  - 11.2.6.2. Billing will be based on operator work seconds as specified in Attachment 8.
- 11.2.7. For customer rate quote requests, NEVADA's operators will provide rating information if CLEC concurs with NEVADA's rates; if CLEC does not concur in NEVADA's rates, rate quote requests will be handled per Section 4.3.1.3 of Attachment 5.

### 11.3. General Terms and Conditions

- 11.3.1. If CLEC purchases the Operator Services unbundled element, NEVADA will provide CLEC nondiscriminatory access to NEVADA's Operator Services. The service level, including any dialing delays, of the Unbundled Operator Service provided to CLEC shall be at parity with the Operator Service provided by NEVADA to its own customers.
- 11.3.2. BLV and BLVI NEVADA will offer operator-to-operator BLV and BLVI to CLEC on a nondiscriminatory basis, in accordance with LERG instructions. There will be a reciprocal BLV/BLVI network between NEVADA and CLEC.
- 11.3.3. Operator-Assisted Calls to DA ("OADA") NEVADA will offer OADA to CLEC on a nondiscriminatory basis. OADA refers to the situation in which a customer dials "0" and asks the operator for DA; in such situations, the customer is automatically transferred to a DA operator. In providing OADA to CLEC, NEVADA will connect CLEC's end user customer to NEVADA's DA operators, and NEVADA will charge CLEC as specified in Attachment 8.
- 11.3.4. NEVADA shall not be obligated, under any circumstances, to provide call handling methods or credit card or other alternate

billing arrangements that are different from those NEVADA provides to itself or its affiliates.

11.3.5. NEVADA shall have no duty, apart from factors within NEVADA's control, to ensure that CLEC's customers can in fact access NEVADA's Operator Services.

11.4. Implementation Schedule

NEVADA will make available unbundled Operator Services no later than thirty (30) days after PACIFIC makes unbundled Operated Services available at any location in PACIFIC territory.

11.5. Rates CLEC will pay the rates for Operator Services as specified in Attachment 8.

11.6 Forecasts CLEC shall provide to NEVADA forecasts of the number of Unbundled Operator Services arrangements at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Unbundled Operator Services arrangements.

**12. Directory Assistance Services**

12.1. General Description and Specifications of the Unbundled Element

12.1.1. NEVADA's unbundled Directory Assistance Service provides unbundled Directory Assistance ("DA") services to CLEC by utilizing NEVADA's DA database. This service includes NEVADA's listed customers and listings supplied to NEVADA for DA use by other carriers. This DA service shall be provided at parity with NEVADA DA service and will utilize the same Directory Listing source of information as NEVADA uses for its own DA service. NEVADA's unbundled DA has the following service attributes:

12.1.1.1. Database and retrieval system for NEVADA's DA Operator use;

12.1.1.2. Retrieval of listed telephone number and address information for residence, business, and government listings, requested by locality and name, or a report that the number is not available;

12.1.1.3. Up to two search requests per call;

12.1.1.4. Area code information for the United States and Canada;

- 12.1.1.5. Exchange locality information for Nevada;
  - 12.1.1.6. Use of Automated Response Unit for number quotation;
  - 12.1.1.7. Express Call Completion at parity with what NEVADA provides for itself or its affiliates;
  - 12.1.1.8. NEVADA's DA is available on a statewide basis (throughout Nevada) or by individual NPA upon mutual agreement; and
  - 12.1.1.9. NEVADA's DA provides telephone numbers and address information within the State of Nevada only.
- 12.1.2. Nondiscriminatory Access to Directory Listings NEVADA will provide CLEC with nondiscriminatory access to NEVADA's directory listings for DA applications. Upon the Effective Date of this Agreement, NEVADA shall supply the directory listings to CLEC on magnetic tape. Thereafter NEVADA shall provide weekly updates to CLEC on magnetic tape or other mutually agreeable medium. CLEC shall pay NEVADA for the cost of the transfer media (magnetic tape), plus NEVADA's reasonable costs for preparation and shipping of the magnetic tape.

The Directory Listing data used by NEVADA, and provided to CLEC, does not include NEVADA's unlisted customer names or unlisted customer telephone numbers. Provision of NEVADA's directory listing data is limited to use by CLEC or its agents for provision of directory assistance services.

## 12.2. Form of Access

- 12.2.1. Access to Unbundled DA Services. NEVADA will provide CLEC nondiscriminatory access to NEVADA's DA Services. The service level, including any answer delays, of the Unbundled DA Service provided to CLEC shall be at parity with the DA Service provided by NEVADA to its own customers.
- 12.2.2. Trunking Access to NEVADA DA may be provided either through NEVADA's access tandem or by dedicated trunking from End Office and routed to the appropriate DA center. Where CLEC uses trunking from an CLEC End Office to NEVADA's access tandem, using local interconnection trunks at NEVADA's tandem, CLEC must convert all "411" dialed calls to NPA 555-1212 prior to delivery to the tandem as shown in the LERG.



12.2.3. Transport NEVADA will not provide transport across LATA boundaries.

12.3. General Terms and Conditions

12.3.1. Branding Whenever NEVADA provides DA services on behalf of CLEC directly between CLEC's central office and NEVADA digital DA switch, at CLEC's option, NEVADA will brand the call as an CLEC call, where technically feasible. Where not technically feasible, such calls will be unbranded.

12.3.2. Neither Party shall have access to the other Party's customers' unlisted telephone numbers, except that each Party's operators may telephone the other Party to obtain such numbers for emergency purposes.

12.3.3. Confidentiality of CLEC's DA and Non-Published Listings NEVADA will accord CLEC's DA and Non-Published listing information the same level of confidentiality that NEVADA accords its own DA and Non-Published listing information.

12.3.4. Express Call Completion Service In conjunction with the provision of unbundled DA service to CLEC, NEVADA will provide Express Call Completion Service (which is comparable in every way to the Express Call Completion Service NEVADA makes available to its own end users) in those areas where Express Call Completion Service is generally available and where facilities permit.

12.3.5. If CLEC purchases NEVADA's unbundled DA Services element, NEVADA's contact with CLEC's end user customers shall be limited to that effort required to process CLEC's end user customers' requests for DA services. NEVADA will not transfer, forward, or redial an CLEC's end user customer's call to any other location for any purpose other than the provision of DA to the customer.

12.3.6. CLEC DA service quality will be equal to that which NEVADA provides to its own DA customers.

12.3.7. Billing

12.3.7.1. Billing will be handled by CABS.

12.3.7.2. NEVADA will bulk-bill CLEC, with no detailed records. CLEC shall be responsible for billing its end users for this

service. All bills for CLEC DA will reflect a per-call charge and the applicable transport charges.

12.3.7.3. NEVADA will not credit CLEC for customer requests that are not found in the DA database.

12.3.7.4. All DA calls will be billable to CLEC, except as specifically mentioned herein.

12.4. Implementation Schedule Unbundled DA services will be available as of the Effective Date of this Agreement. Unbundled directory listings specified in Section 12.1.2 are available on the Effective Date of this Agreement.

12.5. Rates CLEC agrees to pay for DA services per Attachment 8.

12.6. Forecasts CLEC shall provide to NEVADA forecasts of the number of Unbundled DA Services arrangements at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Unbundled DA Services arrangements.

### **13. Operating Support Systems**

#### **13.1 General Terms and Conditions**

13.1.1. NEVADA will provide unbundled access to its Operating Support Systems (OSS) consistent with the requirements of the Act, and implementing regulations, this Agreement and its applicable Attachments.

13.1.2. The specific requirements for OSS are found in Attachments 5, 11, 12, 13 and 14.

13.2. Implementation Schedule NEVADA will make OSS available pursuant to the schedule set forth in Attachments 5, 11, 12, 13 and 14.

13.3. Rates CLEC agrees to pay OSS rates as specified in Attachment 8.

### **14. Standards For Network Elements**

14.1 If one or more of the requirements set forth in this Agreement are in conflict, CLEC shall elect which requirement shall apply.

14.2 Each Network Element and the interconnections between Network Elements provided by NEVADA to CLEC shall be at least equal in the quality of design, performance, features, functions and other

characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that NEVADA provides in NEVADA's network to itself, NEVADA's own customers, to a NEVADA affiliate or to any other entity.

- 14.3 In the event that CLEC reasonably believes that the requirements of this Attachment 6 are not being met, the Parties will meet and confer concerning such engineering, design, performance and other network data, which may be necessary to cure any engineering, design performance or implementation deficiency. In the event that such data indicates that the requirements of this Attachment 6 are not being met, NEVADA shall cure any such deficiency as soon as possible.
- 14.4. Subject to this Agreement and its Attachments, NEVADA agrees to work cooperatively with CLEC to provide Network Elements that will meet CLEC's needs in providing services to its customers.
- 14.5 If NEVADA makes available to itself or any of its end user customers an expedited or priority provisioning capability for Network Elements and interconnections between Network Elements, then NEVADA will make such capability available to CLEC on a non-discriminatory basis.

## **ATTACHMENT 7**

# **RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS**

## **Rights of Way (ROW) , Conduits, Pole Attachments**

### **1. Introduction**

This Attachment sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

### **2. Definitions:**

- 2.1. A Right of Way (ROW) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.
- 2.2. A conduit is a tube or similar enclosure that may be used to house communication or communication-related power cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts. An innerduct is a separate tube or enclosure within a conduit.
- 2.3. A pole attachment is the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

### **3. General Requirements**

- 3.1. NEVADA shall make ROW, conduit and pole attachments available to CLEC through agreements consistent with applicable regulations of the FCC and the Commission and this Attachment 7, or through tariffs, in the event NEVADA files tariffs covering such facilities.
- 3.2. NEVADA shall provide CLEC with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW, conduit, ducts, pole attachments and entrance facilities that NEVADA owns or controls.
- 3.3. Upon request, NEVADA shall provide CLEC reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to cable vault, conduit, equipment rooms and telephone closets) that are owned or controlled by NEVADA, provided the security of NEVADA's facilities is maintained at all times. For some locations, CLEC personnel must be escorted, and the Parties will

negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

- 3.4. NEVADA may not favor itself in granting access to a ROW, conduit or pole attachment. NEVADA shall not deny a request from CLEC for access to a ROW, conduit or pole attachment on the basis that such space is reserved for NEVADA's future business needs, except as provided in Sections 3.5, 3.5.1, and 3.6.
- 3.5. NEVADA may reserve capacity for projects for which it has an approved job . Approved jobs will normally commence physical construction activities within twelve (12) months and completion of the project within eighteen (18) months, except for conditions outlined in Section 14 of the General Terms and Conditions of this Agreement.
  - 3.5.1. At CLEC's request, in the event NEVADA denies an CLEC request for access pursuant to Section 3.5, the Parties shall supply to each other within thirty (30) days of the denial, subject to Section 16 of this Agreement, copies of their respective engineering studies relating to the disputed space. NEVADA shall prevail in its denial of space to CLEC only if NEVADA can prove its engineering studies were underway prior to CLEC's request for such space. Normal engineering studies are completed within 60 days. The Parties shall meet and confer in an effort to reach an alternative resolution. If the Parties fail to agree, either Party may invoke the alternative dispute resolution process set forth in Attachment 3.
- 3.6. The duties of NEVADA described in Sections 3.5 and 3.5.1 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c)(3) of the Act.
- 3.7. NEVADA may designate for maintenance purposes one duct in a multiduct structure when only copper technology exists. NEVADA may designate for maintenance purposes one innerduct in a multiduct structure when only fiber technology exists. In conduit structures where both fiber and copper technologies exist, NEVADA may designate one 4 inch duct for copper and one innerduct for fiber in a separate duct from the copper duct for maintenance purposes, for the benefit of all users of the conduit. No Party shall use the maintenance ducts except for maintenance purposes.
- 3.8. In cases where NEVADA reasonably believes that there is insufficient capacity to grant a request from CLEC for access to a ROW, conduit or pole attachment, NEVADA must take all reasonable steps to

accommodate CLEC's request and explore potential accommodations in good faith with CLEC.

- 3.9. In the event of an emergency affecting ROW, conduit or pole attachments made available by NEVADA to CLEC, NEVADA shall follow the mutually agreed upon Emergency Restoration Procedures attached to this Attachment 7 as Exhibit A.
- 3.10. NEVADA shall provide to CLEC the names, numbers of the Single Points of Contact (SPOC) for administering all structure licensing and ROW agreements within each defined geographical area.

#### **4. Requests for Space**

- 4.1. Upon being presented with an CLEC written request for access to NEVADA's conduits or poles, NEVADA will accept or reject CLEC's request in writing as soon as possible, but within forty-five (45) days, unless the Parties mutually agree upon an appropriate extension of time.
- 4.2. If NEVADA denies an application by CLEC for conduit or pole space, its denial must be specific, and include all relevant evidence or information supporting the denial.

#### **5. Requests for Drawings**

- 5.1.1. At CLEC's request, NEVADA shall provide CLEC with drawings of conduit, poles and other ROW paths in selected areas as specified by CLEC within 10 business days or a mutually agreed-upon reasonable timeframe based on the complexity of the request. CLEC will reimburse NEVADA for NEVADA's incurred costs associated with providing such drawings.
- 5.1.2. At CLEC's request NEVADA engineers will meet with CLEC at a mutually agreed-upon time and place to allow CLEC to examine conduit system or pole line engineering prints. CLEC will reimburse NEVADA for NEVADA's incurred costs associated with engineering time incurred by NEVADA.

#### **6. Requests for Information**

- 6.1. CLEC may submit a written request for information to NEVADA before submitting a request for conduit or pole space in a specified location. This written request must be accompanied by a formal application.
- 6.2. NEVADA shall provide information regarding the availability, and where known, the condition of conduit or pole attachments within ten (10) business days of CLEC's written request for a records based answer and

twenty (20) business days of CLEC's request for a field based answer. In the event CLEC's written request seeks information about the availability of more than five (5) miles of conduit or more than 100 poles, NEVADA shall (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if NEVADA is unable to complete its response within thirty (30) business days or if the Parties are unable to agree upon a mutually satisfactory longer time period for NEVADA's response, NEVADA will hire outside contractors at CLEC's expense, not to exceed NEVADA's customary charge for the same work, provided that before proceeding with such outside hiring, NEVADA shall provide to CLEC the contractor's work order and hourly rate.

- 6.3. CLEC shall have the option to be present at the field based survey and NEVADA shall provide CLEC at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, NEVADA shall allow CLEC personnel, accompanied by a NEVADA escort, to enter manholes and view pole structures.

## **7. Make Ready Work**

NEVADA shall complete the "make ready work" required on poles or within conduit to enable CLEC to install its facilities. This work shall be accomplished by NEVADA at a reasonable cost within thirty (30) business days, except that if NEVADA requires longer than thirty (30) business days or if the Parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at CLEC's expense to do the work. In that event, NEVADA and CLEC shall confer and agree which Party shall hire the contractors. If CLEC hires the contractors, they must meet NEVADA's reasonable standards. If NEVADA hires the contractors, before proceeding with the work, NEVADA shall provide to CLEC the contractor's work order and hourly rate, which shall not exceed NEVADA's customary charge for the same work.

## **8. Pole Attachments**

- 8.1. Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.
- 8.2. NEVADA shall not attach, or permit other entities to attach, facilities on existing CLEC facilities without CLEC's prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable. CLEC



may, at its option, make pole attachments using CLEC or CLEC-designated personnel. CLEC shall follow the methods and procedures for making pole attachments set forth in the pertinent Commission orders and any additional standards provided to CLEC by NEVADA.

- 8.3. NEVADA shall inspect all pole attachments to verify conformance with the above standards and procedures. CLEC will pay all costs associated with this inspection.

## **9. Conduits:**

- 9.1. To the extent that space is available as reasonably determined by NEVADA, NEVADA shall provide CLEC space in manholes for racking and storage of cable and other materials as requested by CLEC on a nondiscriminatory, first-come, first-served basis.
- 9.2. NEVADA shall remove any retired cable from its conduit at CLEC's expense within a reasonable period of time if necessary to make conduit space available for CLEC.
- 9.3. Upon prior notice to NEVADA, CLEC may conduct maintenance procedures in conduit space leased from NEVADA. NEVADA may dispatch a NEVADA technician at CLEC's expense to oversee CLEC's work.
- 9.4. Subject to accepted industry safety and engineering standards, NEVADA shall not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems, provided that certification of a professional structural engineer for modifications to post-1960 structures has been obtained ensuring that the modifications will not adversely impact the structural integrity of the manhole.
- 9.5. Subject to accepted industry safety and engineering standards, NEVADA will permit manhole interconnections, breaking out of NEVADA manholes and breaking out of NEVADA conduit by CLEC. NEVADA may not limit new duct entrances to pre-cast knockouts, provided that CLEC must obtain certification of a professional structural engineer for modifications to post 1960 structures ensuring that the modifications will not adversely impact the structural integrity of the manhole. NEVADA may approve alternate entrances.

## **10. Innerducts**

NEVADA will permit CLEC, on a first-come, first-served basis, to license the use of innerducts in ducts in which NEVADA already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by CLEC becomes defective, CLEC may use the spare maintenance innerduct as long as CLEC repairs the defective innerduct for use as a new maintenance spare as soon as possible.

## **11. Access to Private Easements**

- 11.1. NEVADA shall not block any third party assignment of ROW to CLEC.
- 11.2. To the extent space is available, NEVADA shall provide access to ROWs it has obtained from a third party to CLEC on a nondiscriminatory, first-come, first-served basis, provided that any underlying agreement with such third party permits NEVADA to provide such access, and provided that CLEC agrees to indemnify NEVADA for any liability arising out of such access or use.
- 11.3. NEVADA will, upon request by CLEC, grant CLEC access to any private easement held by NEVADA providing that any private easement does not preclude NEVADA from providing such access, in a mutually agreeable form of sub-easement, assignment or other appropriate access. NEVADA's charge for such access shall be a pro rata portion of (a) the charge paid by NEVADA to the grantor of the easement and (b) any other documented administrative and engineering costs incurred by NEVADA in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account (i) the size of the area to be used by CLEC and (ii) the number of users of NEVADA's easement. CLEC shall also pay the reasonable documented administrative cost incurred by NEVADA in processing such requests for access.

## **12. Dispute Resolution**

If the Parties are unable to agree on a matter involving access by CLEC to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by NEVADA, either Party may submit the matter to the dispute resolution process set forth in Attachment 3 to this Agreement or may invoke applicable dispute resolution procedures described in the Act and the FCC's *First Interconnection Order*, sections 1217 through 1231.

## EMERGENCY RESTORAL PROCEDURES

### 1. **General**

In the event of an emergency, restoration procedures may be affected by the presence of CLEC facilities in or on NEVADA structures. While NEVADA maintains no responsibility for the repair of damaged CLEC facilities (except under a special maintenance contract), it must nonetheless control access to CLEC structures if restoral of affected facilities is to be achieved in an orderly fashion.

### 2. **Prioritizing**

Where NEVADA and CLEC are involved in emergency restorals, access to NEVADA's structures will be controlled by NEVADA's Maintenance Director or his/her on-site representative according to the following guidelines:

#### 2.1 **Service Disruptions/Outages**

2.1.1 While exercising its right to first access, NEVADA should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.1.2 Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (i.e., first in time, first in right).

Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

#### 2.2 **Service Affecting**

2.2.1 While exercising its right to first access, NEVADA should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.2.2 Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly

discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).

2.2.3 Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

**3. Point of Contact**

When an emergency situation arises which necessitates CLEC access to a manhole after NEVADA's normal business hours, CLEC should call NEVADA's Emergency Control Center (ECC). All calls during normal business hours must be directed to the appropriate NEVADA Single Point of Contact (SPOC). For after-hours calls, NEVADA's ECC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ECC will return CLEC's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

## **ATTACHMENT 8**

## **PRICING**

1. Local Services Resale

The Commission shall determine in Docket No. 96-9035 the wholesale discount to be applied to the applicable retail rate for all NEVADA services subject to resale and further shall determine the appropriate non-recurring charges (including changeover charges) which shall apply to resold Local Service. If CLEC wishes to order Local Service before the Commission issues an order in that Docket determining the wholesale discount and/or the appropriate non-recurring charges, the Parties shall meet and confer in order to establish an interim price and/or interim non-recurring charges. In addition to the wholesale discount CLEC, shall receive the same volume discounts from NEVADA for Telecommunications Services based on its wholesale volume that NEVADA provides to its retail customers based on their retail volume without regard to the number of customers to which CLEC resells such service. In establishing the proper wholesale rate for volume discounted services, NEVADA may calculate a separate discount rate. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, if the total amount of the underpayment or overpayment for all resold Local Services (including recurring and non-recurring charges) is less than \$75,000 (seventy five thousand dollars) no payment shall be due.

The prices shall be based on NEVADA's retail rates applicable on the Effective Date, less the applicable discount. If NEVADA changes its retail rates after CLEC executes this Agreement, the applicable discount shall be applied to the changed retail rates from the time such changes become effective.

2. Unbundled Network Elements

2.1 The Commission shall determine the prices charged to CLEC for Network Elements.

2.2 If CLEC wishes to order any Network Element before the Commission issues an order determining the appropriate price, the Parties shall meet and confer in order to establish an interim price. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, if the total amount of the underpayment or overpayment for all Network Elements (including recurring and non-

recurring charges) is less than \$35,000 (thirty five thousand dollars) no payment shall be due.

- 2.3 In order to permit CLEC to place technical and systems trial orders, CLEC agrees to pay Nevada Bell the interim prices listed in Appendix A for items it orders during said technical and systems trial. CLEC has agreed to pay the prices listed in Appendix A under protest, and without waiver of any of its rights to contest whether these prices are cost based as required by the Act. Further, the Parties agree that the prices in Appendix A are interim prices, subject to true up as described in Section 2.2. above.” Should CLEC, before the Commission has ordered prices in Docket 96-9035, wish to place orders other than for the technical and systems trial, CLEC shall first initiate the process set forth in the first sentence of Section 2.2

### 3. Collocation

- 3.1 The Commission shall determine the prices charged to CLEC for collocation.
- 3.2 If CLEC wishes to order Collocation before the Commission issues an order determining Collocation prices, the Parties shall meet and confer in order to establish an interim price. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, that for purposes of this Section 3.2, collocation will be included within the true-up specified in Section 2.2.

### 4. Interconnection Services

- 4.1 NEVADA will make interconnection arrangements available at all collocated locations. CLEC may choose to deliver both local and toll traffic over the same trunk group(s). With respect to the previous sentence, CLEC will provide NEVADA with the Percent Local Usage (PLU) factor to facilitate billing of the local interconnection rate. CLEC’s PLU determination shall be subject to reasonable audit by NEVADA pursuant to Section 10 of this Agreement.
- 4.2 Prices and terms for interconnection services are specified in Attachment 18 and this Attachment 8, including, without limitation, the calculation of applicable charges for the completion of toll and local traffic when NEVADA’s LSNE is used, the manner for determining when reciprocal compensation applies for the exchange of local traffic, and the reciprocal compensation rates for local and toll traffic.

5. Rights of Way, Conduits and Pole Attachments

- 5.1 The Commission shall determine the prices charged to CLEC for rights of way, conduits or pole attachments.
- 5.2 If CLEC wishes to order rights of way, conduits or pole attachments before the Commission issues an order determining prices, the Parties shall meet and confer in order to establish an interim price. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CLEC to NEVADA, or any overpayment refunded by NEVADA to CLEC, within forty-five (45) days after the establishment of the price by the Commission; provided, however, that for purposes of this Section 5.2, rights of way, conduits and pole attachments shall be included in the true up specified in Section 2.2 above.

6. Development and Implementation Cost Recovery

- 6.1. The Parties shall petition the Commission to consider issues surrounding development and implementation costs in a multi-party industry-wide docket. Both parties shall track such costs in a manner consistent with Generally Accepted Accounting Principles. To the extent determined by the Commission, the parties shall pay their appropriate share of development and implementation costs. Prior to such determination, NEVADA shall fill all orders placed by CLEC without requiring up-front payment of such costs.

6.2. Specific Costs.

6.2.1. Subloop Unbundling (Distribution Media, Loop Concentrator/Multiplexers and Loop Feeder)

- 6.2.1.1 Pursuant to Attachment 6, Section 1.7, upon receipt of a bona fide request, NEVADA, CLEC, and any other requesting carrier shall work together to determine the technical feasibility for each specific FDI requested. The costs of a feasibility determination shall be borne by the parties requesting access. The costs of expanding the Fiber Distribution Interface (FDI) to provide the requested Network Elements shall be paid by the parties that receive access to it.



6.2.1.2 CLEC shall pay all reasonable costs of the work done on its behalf or required as a result of its presence at a particular FDI.

6.2.2. AIN Database - Technical Feasibility Testing.

If the Parties engage in one-on-one cooperative testing, reasonable and necessary costs of carrying out the agreed-to test plans shall be tracked and documented by each of the Parties for the purpose of identifying the total costs incurred by the two parties. The Parties shall split the total cost on an equal basis, each paying 50%. Each Party shall submit final cost data to the other every 60 days during testing and within 60 days after completion of the test. The owing Party shall pay within 30 days after receipt of the final cost data; however, if the total difference in costs incurred by each of the Parties is less than \$10,000 no payment shall be due.

If AIN testing is performed at an industry level, each Party shall bear its own cost of technical feasibility testing for access to AIN triggers.

6.2.3. Higher-Than-Parity Service.

NEVADA shall track its costs caused by service performance requirements of this Agreement or specific CLEC requests which specify service that is higher-than-parity with service levels NEVADA provides for comparable retail services or for similar services for other CLCs. The Commission will resolve any disputes concerning whether a request for service is "above parity". For any such higher-than-parity service requirements which cause significant additional costs, NEVADA will charge CLEC such additional costs. If the Parties dispute such recovery, NEVADA may request Commission approval to charge CLEC such costs. Pending resolution of any dispute, NEVADA shall not withhold any required service from CLEC.

7. To Be Determined

In this Agreement, rates for certain services, Network Elements and Combinations are specified as "To Be Determined" (TBD). In addition, numerous provisions of this Agreement refer to prices set forth in Attachment 8. In the event of such a reference in this Agreement where there is no corresponding price in this Attachment 8, it shall be deemed to be TBD. With respect to all TBD prices, prior to CLEC ordering any such TBD items, the Parties shall meet and confer to establish a price. If no agreement is reached, the Parties shall refer any disputes to the Alternative Dispute Resolution process set forth in Attachment 3. Any rates set in arbitration shall be subject to modification by any

subsequent decision of the Commission. CLEC shall be responsible for payments of any such rates so established as ordered in arbitration or by the Commission.

8. Not Applicable

In this Agreement, rates for certain services, Network Elements and Combinations are specified as "Not Applicable " (N/A). In the event of such a reference in this Agreement where there is no corresponding price in this Attachment 8, it shall be deemed that there will be no corresponding rate in the field where the N/A appears.

Nevada Bell Network Element Descriptions	Monthly Recurring	Non-Recurring	
		Initial	Additional
<b>LOOP/LINK</b>			
2-Wire Analog Loop			
-Zone 1	\$ 13.65	\$ 129.55	\$ 94.45
-Zone 2	\$ 18.25	\$ 129.55	\$ 94.45
-Zone 3	\$ 34.75	\$ 129.55	\$ 94.45
5db Conditioning	TBD	TBD	TBD
2-Wire Digital Loop	TBD	TBD	TBD
4-Wire Digital Loop	TBD	TBD	TBD
<b>SUBLOOP UNBUNDLING</b>	ICB	ICB	ICB
<b>NETWORK INTERFACE DEVICE (NID)</b>	N/A	\$ 101.50	\$ 10.15
<b>SWITCHING CAPABILITY</b>			
<b>Switching</b>			
Ports			
Analog Line Port			
-Zone 1 -Metro	\$ 2.80	\$ 27.05	\$ 21.20
-Zone 2 -Outstate	\$ 5.70	\$ 27.05	\$ 21.20
<b>Vertical Features - per feature/per port</b>			
Call Forwarding Variable			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Busy Call Forwarding			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Delayed Call Forwarding			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Call Forwarding Busy/Delay			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Call Waiting			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Caller ID			
-Zone 1 -Metro	N/A	\$ 6.90	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.90	\$ 0.65
Per Line Blocking			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Per Call Blocking			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65

Nevada Bell Network Element Descriptions	Monthly	Non-Recurring	
	Recurring	Initial	Additional
Call Return			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Three Way Calling			
-Zone 1 -Metro	N/A	\$ 6.50	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.50	\$ 0.65
Hunting - Business			
-Zone 1 -Metro	N/A	\$ 70.15	\$ 24.45
-Zone 2 -Outstate	N/A	\$ 74.00	\$ 26.75
Remote Access to Call Forwarding	Not available until mid 1999		
-Zone 1 -Metro	N/A	\$ 6.90	\$ 0.65
-Zone 2 -Outstate	N/A	\$ 6.90	\$ 0.65
<b>BASIC SWITCHING FUNCTIONS</b>			
Interoffice - Originating			
Setup per Attempt	\$ 0.003065	N/A	N/A
MOU	\$ 0.002553	N/A	N/A
Interoffice - Terminating			
Setup per Call	\$ 0.003110	N/A	N/A
MOU	\$ 0.002506	N/A	N/A
Intraoffice			
Setup per Call	\$ 0.001469	N/A	N/A
MOU	\$ 0.002757	N/A	N/A
Customized Routing - Options B, C	TBD	TBD	TBD
Tandem Switching			
Setup per Call	\$ 0.002658	N/A	N/A
MOU	\$ 0.001261	N/A	N/A
<b>INTEROFFICE TRANSMISSION FACILITIES</b>			
<b>Dedicated Transport</b>			
<b>- Voice Grade Interoffice Transport</b>			
Statewide			
Fixed (per termination)	\$ 14.30	\$ 177.40	\$ 85.20
Variable (per mile)	\$ 0.35	N/A	N/A
<b>- DS1 Interoffice Transport</b>			
Statewide			
Fixed (per termination)	\$ 45.35	\$ 1,418.70	\$ 339.40
Variable (per mile)	\$ 7.20	N/A	N/A
<b>- DS3 Interoffice Transport</b>			
Statewide			
Fixed (per termination)	\$ 785.20	\$ 1,418.70	\$ 431.05
Variable (per mile)	\$ 167.40	N/A	N/A
<b>- Entrance Facilities</b>			
2-Wire Voice	\$ 13.65	\$ 129.55	\$ 94.45
DS-1	\$ 84.95	\$ 1,288.45	\$ 316.90
DS-3	\$ 905.55	\$ 1,288.80	\$ 398.10

Nevada Bell Network Element Descriptions	Monthly Recurring	Non-Recurring	
		Initial	Additional
<b>Common Transport</b>			
Statewide			
Fixed Per MOU	\$ 0.000305	N/A	N/A
Per Mi Per MOU	\$ 0.000019	N/A	N/A
<b>Shared Transport</b>			
Statewide			
Fixed Per MOU	\$ 0.001540	N/A	N/A
Per Mi Per MOU	\$ 0.000118	N/A	N/A
<b>USCC</b>	TBD	TBD	TBD
<b>SIGNALING SYSTEM 7 (SS7)</b>	Nevada Bell FCC Tariff 1 - per call rate may apply		
<b>LIDB</b>	See Pacific Bell agreement as described in attachment 6		
<b>OPERATOR SERVICES (OS)</b>	Nevada Bell FCC Tariff 1		
<b>DIRECTORY ASSISTANCE (DA)</b>	Nevada Bell FCC Tariff 1		
<b>EISCC</b>			
Voice Grade (per hundred)	\$ 58.70	\$ 93.20	\$ 48.80
DS1 (each)	\$ 4.00	\$ 396.20	\$ 281.65
DS3 (each)	\$ 133.45	\$ 396.20	\$ 281.65
<b>MAINTENANCE OF SERVICE CHARGES</b>			
Basic Time	TBD	TBD	TBD
Overtime	TBD	TBD	TBD
Premium Time	TBD	TBD	TBD
<b>TIME &amp; MATERIAL CHARGES</b>			
Basic Time	TBD	TBD	TBD
Overtime	TBD	TBD	TBD
Premium Time	TBD	TBD	TBD
<b>OSS</b>	TBD	TBD	TBD
<b>SERVICE ORDER CHARGE</b>	<i>Additional to NonRecurring Charges</i>		
<b>Simple Manual</b>			
New	none	\$ 139.80	none
Disconnect	none	\$ 100.45	none
Change	none	\$ 117.95	none
Record	none	\$ 76.45	none
<b>Complex Manual</b>			
New	none	\$ 251.15	none
Disconnect	none	\$ 109.20	none
Change	none	\$ 141.95	none
Record	none	\$ 109.20	none
<b>Mechanized Simple (LEX or EDI)</b>	none	\$ 5.00	none

**Footnote:** All products and services not listed above are TBD - To Be Determined.

**Zone Assumptions:**

a) Zones for loops are defined as 1, 2 and 3

Zone 1 for loops includes RENONV02, SPRKNV11, RENOVN13, CRCYNV01, RENONV12, RENONV14, RENONV15

Zone 2 for loops includes INVGNV11, STEDNV11, SNVYNV11, SPRKNV12, DYTNNV11, WASONV11, FRNLNV11, SVSPNV11, VRCYNV12, CHBTNV11, and LCWDNV11

Zone 3 for loops includes all other offices not defined in zone 1 or 2

b) Zones for local switching capability and vertical features are defined as Metro (zone1) and Outstate (zone 2)

Metro offices include: CRCY, DYTN, INVG, LCWD, RENO, SNVY, SPRK, STED, VERD, VRCY, and WASO

Outstate offices include all not defined as Metro

## **ATTACHMENT 9**

# **ACCESS TO VERIGATE, LEX AND POS OPERATIONS SUPPORT SYSTEMS**

8/25/98

**ATTACHMENT 9**  
**ACCESS TO VERIGATE, LEX and POS OPERATIONS SUPPORT SYSTEMS**

1. General Conditions

1.1 This Attachment sets forth the terms and conditions under which NEVADA provides access to three of NEVADA'S operations support systems (OSS) "functions" to CLEC for pre-ordering, ordering and order statusing, VeriGate, LEX and POS respectively.

1.2 CLEC agrees to utilize VeriGate, LEX and POS as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through NEVADA. CLEC agrees that the ordering interface will only support those Resale and UNE services for which industry standard ordering conventions have been adopted by the OBF, and implemented by PACIFIC. In addition, CLEC agrees that such use will comply with the summary of SBC's Operating Practice 113, as attached to this Attachment and the User ID request form. The Alternative Dispute Resolution (ADR) process set forth in Attachment 3 shall apply to any issues which arise under this Attachment 9, including any alleged non-compliance with these security guidelines.

1.3 CLEC's access to pre-order functions described in 2.2.2 and 2.3.2 will only be used to view Customer Proprietary Network Information (CPNI) of another carrier's end-user where CLEC has obtained an end user authorization for release of CPNI, compliant with state and federal laws, and where CLEC has obtained an authorization to become the end user's local service provider.

1.4 CLEC's obligation to obtain authority prior to accessing CPNI electronically, as set forth in the preceding provision, is subject to modification in accordance with any governing regulatory decisions expressly addressing this subject matter.

1.5 By utilizing the electronic interfaces described herein to access OSS functions, where CLEC has direct ordering capability, CLEC agrees not to knowingly alter any applicable Resale rates and charges where they are subject to the terms of this Agreement and applicable NEVADA tariffs or NEVADA UNE rates and charges per the terms of this Agreement. CLEC agrees to use reasonable business efforts to submit orders that are correct and complete. NEVADA will use reasonable business efforts to reject for processing CLEC orders which are not correct and complete. The Parties agree to conduct internal and independent reviews for accuracy. The audit rights in Section 10 of the Agreement shall apply.

1.6 The Information Services (I.S.) Call Center provides a technical support function for the OSS interfaces described in this Attachment. CLEC will also provide a single point of contact for technical issues related to the electronic interfaces.

1.7 NEVADA and CLEC will establish interface contingency plans and disaster

8/25/98



recovery plans for the OSS interfaces described in this Attachment.

1.8 The Parties agree that the Change Management Process agreed to in California and documented under the auspices of the California Commission OSS OII will be used to manage changes to LEX, Verigate and POS.

## 2. Pre-Order

2.1 Where available to NEVADA, NEVADA will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE via the electronic interfaces described herein. 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:

### 2.2 Pre-ordering functions for Resale include:

- 2.2.1 features and services available at a valid service address (as applicable);
- 2.2.2 access to customer proprietary network information (CPNI) for NEVADA retail or resold services for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. CLEC agrees to comply with the conditions set forth in Section 1.3;
- 2.2.3 a telephone number (if the end user does not have one assigned) with the end user on-line;
- 2.2.4 service availability dates to the end user;
- 2.2.5 information regarding whether dispatch is required;
- 2.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;
- 2.2.7 service address verification.

### 2.3 Pre-ordering functions for UNE include:

- 2.3.1 features and services available at a valid service address (as applicable);

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- 2.3.2 access to customer proprietary network information (CPNI) for NEVADA retail or resold services for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. CLEC agrees to comply with the conditions set forth in Section 1.3;
  - 2.3.3 a telephone number (if the end user does not have one assigned) with the end user on-line;
  - 2.3.4 service availability dates to the end user where CLEC requests NEVADA to provision combinations of UNEs and where such combined elements have analogous NEVADA retail services with flexible service availability date functions;
  - 2.3.5 information regarding whether dispatch is required where CLEC requests NEVADA to provision combinations of UNEs and where such combined elements have analogous NEVADA retail services with flexible service availability date functions;
  - 2.3.6 Primary Interexchange Carrier (PIC) options for intraLATA toll (when available) and interLATA toll;
  - 2.3.7 service address verification.
- 2.4. Electronic Access to Pre-Order Functions: NEVADA will provide CLEC access to the following system:
- 2.4.1 VeriGate is an end-user interface developed by NEVADA that provides access to the pre-ordering functions for Resale Services and UNE. VeriGate may be used in connection with electronic or manual ordering.
3. Ordering/Provisioning
- 3.1 NEVADA will provide access to ordering and statusing functions to support CLEC provisioning of Resale services and UNEs via the OSS interfaces described below. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes NEVADA to provision in accordance with NEVADA LSOR and other ordering requirements which have been reviewed and discussed by both parties. NEVADA will provide CLEC access to the following interfaces:
    - 3.1.1 LSR Exchange (LEX) is a graphical user interface provided by

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NEVADA that provides access to the ordering functions for UNEs and Resale Services.

3.1.2 Provisioning Order Status (POS) is a graphical user interface provided by NEVADA that allows CLEC to obtain provisioning status on their basic exchange field work orders. POS provides technician scheduling and routing information, as well as due date status. POS allows retrieval status for Resale Basic Exchange, Directory Number Call Forwarding (DNCF), and UNE basic exchange service orders. It does not retrieve status for Special Services orders such as Private Line or Multi Wire Center Circuits.

4. Remote Access Facility

4.1 CLEC must access the NEVADA OSS interfaces, described herein, via the Pacific Remote Access Facility (PRAF). Connection to the PRAF will be established via a “port” either through dial-up or direct connection. CLEC may utilize a single port to access these interfaces to perform the supported functions in NEVADA where CLEC has executed this Attachment and purchases System Access.

5. Operational Readiness Test (ORT) for Ordering/Provisioning

5.1 Prior to initial live access to interface functionality, the Parties shall conduct Operational Readiness Testing (ORT)—which will allow for the testing of the systems, interfaces, and processes for the OSS functions.

5.2 Prior to live system usage, CLEC must complete user education classes for NEVADA-provided interfaces that affect the NEVADA network. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges will apply for each class. Classes will be available for and required for LEX. Optional classes will be available for VeriGate and POS. Schedules will be made available upon request and are subject to change. The length of classes varies; the following table presents the applicable rates. Ongoing class schedules may be requested from CLEC’s account manager.

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

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12 students	\$9,720	\$8,760	\$7,780	TBD	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970
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5.3 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 NEVADA and CLEC payment is due 30 days later. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

5.4 Class dates will be based upon CLEC requests and NEVADA availability.

5.5 CLEC agrees to pay a cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two weeks prior to the scheduled start date. Should NEVADA cancel a class for which CLEC is registered less than two weeks prior to the scheduled start date of that class, NEVADA will waive the charges for the rescheduled class for the registered students. CLEC agrees to provide to NEVADA completed registration forms for each student no later than one week prior to the scheduled training class.

5.6 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 NEVADA or SBC system are strictly prohibited.

5.7 CLEC further agrees that training material, manuals and instructor guides are Confidential Information as that term is defined in the Interconnection Agreement.

## 6. Rates

6.1 NEVADA and CLEC acknowledge the authority of the Public Utilities Commission of Nevada (Commission) to review costing and pricing rules for access to OSS functions and to determine whether any such charges are appropriate and, if appropriate, the amount thereof. The parties agree that if the Commission establishes OSS rates, the terms of this section will be modified to reflect the final decision of such proceeding, subject to any right of appeal by NEVADA or CLEC. Such new rates, terms and conditions shall apply on a going forward basis.

6.2 There will be no charge for access to LEX, VeriGate and POS until such time as NEVADA proposes rates in an appropriate Commission proceeding. CLEC will begin paying such rates 30 days after NEVADA files its proposal with the Commission. Any such proposed rates will be subject to true up should the rate adopted by the Commission be higher or lower than the NEVADA proposed rate.

6.3 CLEC will pay NEVADA a connectivity rate of \$28.10 per month per T-1 connection for direct connection to the PRAF and/or \$29.40 per month per port for dial-up access to the PRAF.

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7. Effective Date

7.1 This Attachment will be effective 30 days after filing with the Commission unless suspended or otherwise rejected by the Commission.

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**ATTACHMENT 10**

**COLLOCATION**

## **Collocation**

### **1. Introduction**

This Attachment 10 sets forth the descriptions and requirements for Collocation that NEVADA agrees to offer CLEC under this Agreement. CLEC may use Collocation to provide any feature, function, or service option that Collocation is capable of providing or any feature, function, or service option that is described in the relevant technical references, or as may otherwise be designated by CLEC consistent with the Act, the regulations thereunder and relevant Commission decisions.

### **2. Collocation**

#### **2.1 Definitions:**

2.1.1 Physical collocation is defined in 47 C.F. §. 51.5.

2.1.2 Virtual collocation is defined in 47 C.F. § 51.5.

#### **2.2 Technical Requirements**

2.2.1 NEVADA will provide for Physical Collocation and Virtual Collocation of CLEC's transport facilities and termination equipment necessary for interconnection of CLEC's network facilities to NEVADA's network or access to unbundled network elements. Such collocation shall be provided at the rates specified in Attachment 8 and on a non-discriminatory basis in accordance with the requirements of the Act and the FCC's rules thereunder. If CLEC chooses to subcontract with NEVADA for the construction of the Physical Collocation arrangements as specified in 2.2.9 following, then the charges will be determined on an Individual Case Basis. Collocation shall be established within the time frames provided in NEVADA's FCC Tariff No. 1, Section 18 as the same may be amended from time to time, which time frame is currently 180 days in most cases. NEVADA will promptly notify CLEC upon completion of construction of Collocation arrangements and will permit CLEC's use thereof as soon as such arrangements are available.

2.2.2 NEVADA shall permit collocation of any type of equipment used or useful for interconnection or access to Unbundled Network Elements, in accordance with the Act and sections 579 through 582 of the FCC's First Interconnection Order. Such equipment includes but is not limited to transmission equipment, such as optical terminating equipment and multiplexers, equipment for the termination of basic transmission facilities, Remote Switching

Modules (RSM), and such additional types of equipment that may be agreed to by the Parties or designated in future FCC or Commission rulings. CLEC will list all of its equipment and facilities that will be placed within the collocated space and the associated power requirements, floor loading and heat release of each piece on the physical collocation application form. If a request by CLEC to collocate is denied on the basis of the equipment to be installed by CLEC, NEVADA shall prove to the Commission that such equipment is not “necessary” as defined by the FCC for interconnection or access to unbundled network elements.

- 2.2.3 When NEVADA provides Physical Collocation, Virtual Collocation or both to CLEC, NEVADA shall provide an interconnection point or points, physically accessible by both NEVADA and CLEC, at which the cable carrying CLEC’s circuits can enter NEVADA’s premises, provided that NEVADA will designate interconnection points as close as reasonably possible to its premises. NEVADA will provide at least two such interconnection points at each NEVADA premise at which there are at least two entry points for NEVADA’s cable facilities and at which space is available for new facilities in at least two of those entry points. Upon request by CLEC, NEVADA will permit Physical Collocation of microwave transmission facilities, except where such Physical Collocation is not practical for technical reasons or because of space limitation, in which case NEVADA will permit Virtual Collocation of such facilities where technically feasible.
- 2.2.4 When providing Virtual Collocation, NEVADA will, at a minimum, install, maintain, and repair collocated equipment for CLEC within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of NEVADA; provided, if CLEC utilizes non-standard equipment or equipment not used by NEVADA at the same location, CLEC shall pay for (a) any special equipment NEVADA must purchase, and (b) the training of NEVADA personnel required for NEVADA to install or maintain such non-standard or special equipment.
- 2.2.5 NEVADA will make space available within or on its premises to CLEC and other requesting telecommunications carriers on a first-come, first-served basis, provided, however, that NEVADA will not be required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. To the extent possible, NEVADA will make contiguous space available to CLEC if CLEC seeks to expand an existing collocation space. When planning renovations of existing facilities or constructing or



leasing new facilities, NEVADA shall take into account projected demand for collocation space. NEVADA may retain a limited amount of floor space for NEVADA's own specific future uses for a time period up to one year on terms no more favorable to NEVADA than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use. NEVADA shall relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless NEVADA proves to the Commission that Virtual Collocation at that point is not technically feasible. NEVADA may impose reasonable restrictions on its provision of additional unused collocation space ("warehousing") as described in Section 586 of the First Interconnection Order to collocating telecommunications carriers, provided, however, that NEVADA shall not set a maximum space limitation on CLEC unless NEVADA proves to the Commission that space constraints make such restrictions necessary.

- 2.2.6 NEVADA will permit CLEC to collocate equipment and use such equipment to access unbundled Network Elements obtained from NEVADA and will not require CLEC to bring its own transmission facilities to NEVADA's premises in which CLEC seeks to collocate equipment for purposes of access to unbundled Network Elements.
- 2.2.7 NEVADA will permit CLEC to interconnect its network with that of another collocating telecommunications carrier at NEVADA's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises provided that the collocated equipment is also used for interconnection with NEVADA or for access to NEVADA's Unbundled Network Elements. NEVADA will provide the connection between the equipment in the collocated spaces of two or more telecommunications carriers via EISCC and any necessary DCS or other equipment at the requesting competitive local carrier's expense, unless NEVADA permits one or more of the collocating parties to provide this connection for themselves. NEVADA need not permit collocating telecommunications carriers to place their own connecting transmission facilities within NEVADA's premises outside of the actual Physical Collocation space.
- 2.2.8 To ensure a smooth transition from current access services to EISCC, CLEC must provide forecasts of its future needs for EISCC capacity by location in advance of its desired transition date. Transferring CLEC interconnection from NEVADA's current access

service transport or entrance facilities to EISCC will be accomplished within a mutually agreed-upon time frame.

- 2.2.9 NEVADA will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by NEVADA, provided that NEVADA will not unreasonably withhold approval of contractors. Approval by NEVADA will be based on the same criteria NEVADA uses in approving contractors for its own purposes.
- 2.2.10 NEVADA shall provide an EISCC for intraoffice cross-connect as requested by CLEC at any transmission rate NEVADA has available, to meet CLEC's need for placement of equipment, interconnection, or provision of service at rates specified in Attachment 8.
- 2.2.11 Other than reasonable security restrictions described in Attachment 16, NEVADA shall place no restriction on access to the CLEC collocated space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty four (24) hours per day each day of week. NEVADA will not impose unreasonable security restrictions at the premises. CLEC personnel may, with an escort provided by NEVADA, inspect equipment in a Virtual Collocation location upon and after installation.
- 2.2.12 CLEC shall have the right, at the point of termination for the EISCC, to assign which tie pair facilities and which channels on multiplexers, concentrators or other equipment under CLEC's control are used for service in the collocated space.
- 2.2.13 NEVADA shall allow CLEC to select its own vendors for all required engineering and installation services associated with its collocated equipment (e.g., NEVADA shall not require CLEC to utilize NEVADA's internal engineering or installation work forces for the engineering and installation of CLEC's collocated equipment). Installation of equipment in the collocated space must comply with NEVADA's Installation and Job Acceptance Handbook, which has been provided to CLEC.
- 2.2.14 CLEC may install monitoring equipment in the collocated space to carry performance, environmental, and security data back to CLEC's work center for analysis.
- 2.2.15 At CLEC's request, NEVADA shall provide POTS with a connection jack for the collocated space. Upon CLEC's request, this service

shall be available at the CLEC collocated space on the day that the space is turned over to CLEC by NEVADA.

- 2.2.16 NEVADA shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space or equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards.
- 2.2.17 NEVADA agrees to negotiate requests by CLEC for diversity of fiber or power cabling on an individual case basis.
- 2.2.18 NEVADA shall protect as proprietary to CLEC all information provided by CLEC in requesting or maintaining a collocation arrangement. NEVADA shall not provide such information to any third parties and shall limit access to the information to NEVADA employees having a need to know.
- 2.2.19 NEVADA will complete a Environmental Health & Safety Questionnaire for each building that collocated space is provided in. CLEC may provide this questionnaire with its collocation request and NEVADA shall return it to CLEC no later than the first meeting between representatives of CLEC and NEVADA scheduled to discuss implementation of a collocation application, which generally shall be scheduled within thirty (30) days after CLEC's collocation request ("First Customer Implementation Meeting").
- 2.2.20 NEVADA shall provide CLEC with written notice five (5) business days prior to those instances where NEVADA or its subcontractors may be undertaking a major construction project in the general area of the collocated space occupied by CLEC or in the general area of the AC and DC power plants which support CLEC equipment. NEVADA will inform CLEC by telephone of any emergency related activity that NEVADA or its subcontractors may be performing in the general area of the collocated space occupied by CLEC or in the general area of the AC and DC power plants which support CLEC equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that CLEC can take any action required to monitor or protect its service.
- 2.2.21 NEVADA shall construct the collocated space in compliance with CLEC's collocation request and NEVADA's collocation standards for cable holes, ground bars, doors, and convenience outlets.
- 2.2.22 CLEC and NEVADA will complete an acceptance walk through of all collocated space requested from NEVADA . Exceptions that are

noted during this acceptance walk through shall be corrected by NEVADA within five (5) days after the walk through. The correction of these exceptions from the original collocation request shall be at NEVADA's expense. On a case-by-case basis NEVADA will compensate CLEC \$1,000 per day for the delay in cage turnover beyond the negotiated turnover date. This will only apply if NEVADA is negligent, and does not apply for any delays caused by a force majeure condition described in Section 14 of the Main Agreement.

2.2.23 NEVADA shall provide the following to CLEC no later than the first customer meeting:

2.2.23.1 Non-architectural drawings depicting the exact location and dimensions of the collocated space and any physical obstructions.

2.2.23.2 NEVADA or Industry technical publication guidelines that impact the design of collocated equipment on NEVADA premises.

2.2.23.3 Work restriction guidelines.

2.2.23.4 Escalation process for the NEVADA representatives (names, telephone numbers, escalation order) for any disputes or problems that might arise pursuant to CLEC's collocation.

2.2.23.5 NEVADA contacts (name and telephone number) for the following areas:

2.2.23.5.1 Engineering

2.2.23.5.2 Provisioning

2.2.23.5.3 Physical and logical security

2.2.23.5.4 Billing

2.2.23.5.5 Operations

2.2.23.5.6 Site and/or Building Managers

2.2.24 NEVADA shall provide positive confirmation to CLEC when construction of CLEC Collocated space is underway. No later than the Second Customer Implementation Meeting, NEVADA shall notify CLEC of the scheduled completion and turnover dates, and shall provide CLEC the following:

2.2.24.1 Drawings depicting the exact path, with dimensions, for CLEC's outside plant fiber ingress/egress into CLEC space.

2.2.24.2 Power cabling connectivity information, including drawings, identifying the sizes and number of power feeders.

2.2.25 Power as referenced in this document refers to any electrical power source supplied by NEVADA for CLEC equipment or Network Elements. Power supplied by NEVADA will support Network Elements or CLEC equipment at equipment specific DC and AC voltages. At a minimum, the power supplied to CLEC, should be at parity with NEVADA. Where NEVADA performance, availability, restoration, etc. falls below industry standards, NEVADA shall bring itself into compliance with such industry standards as soon as technologically feasible. Where CLEC installs equipment requiring unique or additional power requirements, NEVADA will work with CLEC to accommodate such request at CLEC's expense.

2.2.25.1 Central office power supplied by NEVADA into the CLEC equipment area, should be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) should efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location should be as requested by CLEC. The number of feeder cables requested by CLEC, in order to provide maximum reliability to customers, is directly dependent upon the power requirements of the equipment and facilities collocated by CLEC. The number of feeder cables shall be determined by the manufacturer's recommendation as provided in equipment specifications.

2.2.25.2 NEVADA and CLEC will negotiate resolution of CLEC requests for specific size and amperage of power feed based on standard engineering practices.

2.2.25.3 NEVADA power equipment supporting CLEC's equipment shall:

2.2.25.3.1 Comply with applicable industry standards (Bellcore, NEBS, IEEE, etc.) for equipment installation, cabling practices, and physical equipment layout;

2.2.25.3.2 Have redundant power feeds with physical diversity where practical and battery back-up at

minimum at parity with that provided for similar NEVADA equipment;

- 2.2.25.3.3 Provide central office ground to each CLEC collocated space via industry standard cable located within the CLEC collocated space at a level above the top of CLEC equipment +/- 2 feet to the left or right of CLEC's final request provided no structural or physical barrier prevents this from being accomplished, in which case the Parties will mutually agree on the ground location;
  - 2.2.25.3.4 Provide feeder capacity and quantity to support the ultimate equipment layout for CLEC equipment in accordance with CLEC's collocation request;
  - 2.2.25.3.5 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of CLEC (this includes but is not limited to power supplies, and cage construction);
  - 2.2.25.3.6 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing CLEC services;
  - 2.2.25.3.7 Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-OP-000063; and
  - 2.2.25.3.8 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-OP-000063.
- 2.2.25.4 NEVADA will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will cause an outage or any type of power disruption to CLEC equipment located in NEVADA facility. NEVADA shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC equipment.

2.2.25.5 NEVADA employees with keys to the collocation area will be permitted to enter the CLEC collocated space only during an emergency, or for annual compliance reviews of the work areas.

2.2.25.6 NEVADA shall ensure that the collocation equipment areas comply with all applicable fire and safety codes.

2.3 **Technical References.**

NEVADA shall provide Collocation in accordance with applicable published technical references.

**ATTACHMENT 11**  
**PROVISIONING AND ORDERING**

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### Appendix A

#### Exhibit 1

## **PROVISIONING AND ORDERING**

### **1. Network Deployment**

Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as NEVADA may deploy) that NEVADA provides to CLEC under this Agreement must be at least equal in quality to that provided by NEVADA to itself.

### **2. General Provisioning Requirements**

- 2.1. Subject to the requirements of Attachment 6, CLEC may order Network Elements either individually or in any combination. Combinations consist of multiple Network Elements to enable CLEC to provide service in a geographic area or to a specific customer and that are placed on the same order by CLEC. To the extent that Combinations or Unbundled Network Elements are related and logically associated with one another, Combinations may be ordered with a single order.
- 2.2. Combinations shall be identified and described by CLEC in this Agreement, so that they can be ordered and provisioned together and shall not require the enumeration of each Network Element within that Combination on each provisioning order.
- 2.3. NEVADA shall provide all provisioning services to CLEC during the same business hours that NEVADA provisions similar services for its end user customers. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing. CLEC may request NEVADA to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If CLEC requests that NEVADA perform provisioning services at times or on days other than as required in the preceding sentence, NEVADA shall provide CLEC a quote for such services at rates set forth Attachment 8 of this Agreement. If CLEC accepts NEVADA's quote, NEVADA shall perform such provisioning services.
- 2.4. NEVADA's LSC is the Single Point of Contact (SPOC) for all ordering contacts and order flow involved in the purchase of Network Elements or Combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering order flows at parity with that NEVADA provides to itself or affiliates. Currently, several systems are less than twenty-four (24) hours per day seven (7) days per week. These systems, without limitation, and their current hours, are as follows:

- 2.4.1. CESAR/CLEO, Monday through Friday 7 am to 11 PM, Saturday 7 AM through 5 PM
- 2.4.2. PREMIS, Monday through Saturday 6 AM through 11 PM
- 2.4.3. BOSS, Monday through Saturday 6 AM through 11 PM
- 2.4.4. SORD, Monday through Friday, 6 AM through 11 PM, Saturday 6 AM through 7 PM
- 2.4.5. Scheduled Maintenance, one Sunday per month
- 2.4.6. Scheduled changes to all systems, e.g., CESAR 7 PM every third Wednesday, etc.
- 2.5. The SPOC shall also provide to CLEC a toll-free nation-wide telephone number (operational during the same hours as NEVADA provides to its own end user customers, currently from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Local Service, Network Elements or Combinations. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing.
- 2.6. NEVADA and CLEC shall mutually agree upon interface contingency and disaster recovery plans for the ordering and provisioning of Local Service, Network Elements or Combinations.
- 2.7. NEVADA will recognize CLEC as the customer of record of all Network Elements or Combinations ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

### **3. Specific Provisioning Process Requirements**

- 3.1. Subject to Attachment 6, when CLEC orders the LSNE (either individually or as part of a Combination), CLEC may also obtain all currently deployed features and functions from the specified NEVADA switch. If CLEC requests a feature or function that is technically available but not deployed in a particular switch, NEVADA shall provide CLEC a quote pursuant to Section 1.6 of Attachment 6. If CLEC accepts the quote, NEVADA shall deploy the feature pursuant to the time frames and charges set forth in the quote. In the event that the Parties cannot agree on the deployment of, or price for such features CLEC may seek Alternative Dispute Resolution pursuant to Attachment 3 of the Agreement.

- 3.2. When requested by CLEC and at CLEC's option, NEVADA will schedule installation appointments (NEVADA employee dispatch) with NEVADA's representative on the line with CLEC's representative or provide CLEC access to NEVADA's scheduling system through a mutually agreed upon Electronic Interface. NEVADA will provide appropriate training to all NEVADA employees who may communicate, either by telephone or face-to-face, with CLEC customers. Such training shall instruct the NEVADA employees not to disparage or discriminate against CLEC, its products or services and shall comply with the branding requirements of this Agreement.
- 3.3. Upon request from CLEC, NEVADA will provide an intercept referral message for LSNE that includes any CLEC telephone number on the same basis as such service is available for similarly situated NEVADA customers, and NEVADA will provide directory updates at the next publication. This intercept referral message shall be approved by CLEC and shall be similar in format to the intercept referral messages currently provided by NEVADA for its own end-users.
- 3.4. NEVADA will provide CLEC with a Firm Order Confirmation (FOC) upon NEVADA's receipt of each accurate and complete electronically submitted order or reject for each order as specified in Attachment 17, Section A. The Parties agree to accurately define and determine the appropriate form of measurement to be added to Attachment 17, Section A. In the case of Network Elements or Combinations, the FOC must contain an enumeration of CLEC's ordered Network Elements or Combinations (and the specific NEVADA naming convention applied to that Network Element or Combination), features, options, physical interconnection, quantity, and NEVADA commitment date for order completion (Committed Due Date).
- 3.5. Upon completion of the order, NEVADA will provide CLEC electronically (unless otherwise notified by CLEC) with an Order Completion per order that states when that order was completed. NEVADA shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., Time and Cost charges) up to a previously agreed upon limit associated with that order.
- 3.6. For new Network Elements developed based on Section 1.6 of Attachment 6, the Parties will mutually agree on the testing to be used.
- 3.7. When CLEC electronically orders a Local Service, Network Element or Combination, NEVADA shall provide notification electronically of any instances when (1) NEVADA's Committed Due Dates are in jeopardy of not being met by NEVADA on any Network Element or feature contained in any order for Local Service, Network Elements or Combinations or (2) an order contains Rejections/Errors in any of the data element(s) fields.

Such notice will be made as soon as the jeopardy or reject is identified. When EDI is available and CLEC elects to place a manual order, NEVADA may notify CLEC of a jeopardy or reject condition via facsimile or telephone call to the CLEC contact identified on the order. In all cases, NEVADA shall concurrently indicate its new committed due date.

- 3.8. At CLEC's request, NEVADA will perform co-operative testing with CLEC (including trouble shooting to isolate any problems) to test Local Service, Network Elements or Combinations purchased by CLEC in order to identify any performance problems identified at turn-up of the service.
- 3.9. NEVADA shall inform CLEC if a customer action results in reassignment of an AIN trigger from a CLEC AIN application to some other service provider's application. Such notification shall be completed within twenty-four (24) hours of the action via electronic interface as described in the Account Maintenance requirements specified in this Attachment.
- 3.10. Testing of AIN based services in NEVADA's AIN test laboratory will identify feature interactions with existing switch-based or other types of services. NEVADA will provide CLEC with a list of feature interactions uncovered during testing of any services. Disclosure of feature interactions to CLEC's end user will be CLEC's sole responsibility.
- 3.11. NEVADA shall provision correct AIN triggers based on services ordered by CLEC on its provisioning order.

#### **4. General Ordering Requirements**

- 4.1. Upon CLEC's request through a Suspend/Restore Order for LSNE or a Combination containing LSNE, NEVADA shall suspend or restore the functionality of any Network Element or Combination to the extent technically feasible. NEVADA shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with CLEC requested priorities and any applicable regulatory policy or procedures. The charges for a Suspend/Restore are set forth in Attachment 8.
- 4.2. NEVADA shall provide to CLEC the functionality of blocking calls (e.g., 900 or international calls) by line.
- 4.3. Subject to Section 271(e)(2)(B), when intraLATA presubscription is permissible in Nevada, when ordering a Local Switching Element, CLEC may order from NEVADA separate interLATA and intraLATA routing (i.e., 2 PICs where available) on a line.

- 4.4. As directed by CLEC, when CLEC orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained, if directed by CLEC, without loss of feature capability and without loss of associated Ancillary Functions including, but not limited to, Directory Assistance and 911/E911 capability, unless technically infeasible.
- 4.5. When CLEC orders Network Elements or Combinations that are currently interconnected and functional, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements. Rates to migrate such interconnection are set forth in Attachment 8.

## **5. Ordering Interfaces**

- 5.1. NEVADA shall provide to CLEC an Electronic Data Interface (EDI) for transferring and receiving orders, FOCs, Service Completions, and other provisioning data and materials as set forth in Appendix A and at the rates set forth in Attachment 8. If NEVADA does not meet its scheduled date for deployment of EDI, CLEC may apply to the Commission to impose the most cost-effective and appropriate interim solution in an expedited proceeding.
- 5.2. When ordering a LSNE, subject to the implementation as set forth in Appendix A, CLEC's representatives will have real-time access to NEVADA customer information systems which will allow the CLEC representatives to perform the following tasks:
  - 5.2.1. Obtain customer service record, including customer name, billing and service address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program if available, Telephone Relay, and other similar services, and identification of NEVADA features and services subscribed to by customer;
  - 5.2.2. Obtain information on all features and services available, in end-office where customer is provisioned;
  - 5.2.3. Enter the order for the desired features and services;
  - 5.2.4. Provide an assigned telephone number (if the customer does not have one assigned). Reservation and aging of these numbers remain NEVADA's responsibility;

- 5.2.5. Establish the appropriate directory listing;
- 5.2.6. Provide service availability dates to the customer;
- 5.2.7. Provide information regarding dispatch/installation schedule, if applicable;
- 5.2.8. Order local, intraLATA toll and access to long distance service in a single, unified order;
- 5.2.9. Suspension, termination, or restoral of service where technically feasible.

**6. NEVADA Provision of Information**

- 6.1. NEVADA shall provide to CLEC upon request:
  - 6.1.1. A list of all services and features technically available from each switch that NEVADA may use to provide a Local Switching Element, by switch CLLI;
  - 6.1.2. A listing by street address detail, of the service coverage area of each wire center;
  - 6.1.3. All engineering design and layout information for each Network Element and Combination, in response to an order for the Network Element or Combination;
  - 6.1.4. A listing of all technically available functionalities for each Network Element or Combination, in response to an order for the Network Element or Combination; and
  - 6.1.5. As long as Pacific Bell remains the code administrator for NEVADA, Pacific Bell will provide notice of any NPA relief planning meetings so that CLEC may participate in those meetings to reach industry consensus on NPA code relief.

**7. Order Format and Data Elements for Individual Network Elements and Combinations**

- 7.1. In ordering Network Elements or Combinations, CLEC and NEVADA will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Order and Billing Forum (OBF). Industry standards do not currently exist for the ordering of all Network Elements or

Combinations. Therefore, until such standard industry order formats and data elements are developed by the ATIS for a particular Network Element or Combination, CLEC and NEVADA will use the same format used between CLEC and Pacific Bell to address the specific data requirements necessary for the ordering of those Network Elements or Combinations. In the case where a format does not exist between CLEC and Pacific Bell, CLEC and NEVADA will mutually agree to the appropriate format to be used. There currently exist OBF formats for INP and the following Network Elements: Links, Ports, and Transport. When an ATIS standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any standard or format set forth in this Attachment, unless the Parties mutually agree to continue to use the standard or format set forth herein.

- 7.2. CLEC and NEVADA shall use the same ordering and provisioning codes used between CLEC and Pacific Bell for each Network Element or Combination. In the case where ordering and provisioning codes do not exist between CLEC and Pacific Bell, CLEC and NEVADA will mutually agree upon the appropriate codes to be used. These codes shall be known as data elements.
- 7.3. Each order for a Network Element or a Combination will contain the following order-level sections, as defined by the OBF or as mutually agreed to by the Parties: Administration, Bill, Contact, and End User Information, e.g. Local Service Request (LSR) form, Access Service Request (ASR) form, End User Information (EU) form.
- 7.4. In the absence of an adopted industry standard, the Parties will mutually agree on the ordering vehicle, either ASR or LSR, based on the direction of the industry standards being developed, generally 90 days in advance of placing the first order. Currently, the LSR ordering standards and process seem to be in support of “customer-specific” elements, e.g., local loops whereas ASR ordering standards and processes are being used to support “network type” elements, e.g., interoffice transport.
- 7.5. When ordering a Network Element (individually or as part of a Combination), the interconnection and functionality internal to that Network Element will not be specifically ordered by CLEC and will automatically be provided by NEVADA. For example, when ordering the element DT (Dedicated Transport), the use of Digital Cross Connects that might be necessary to provide the connectivity between two interconnection locations will not be described on CLEC’s order.
- 7.6. CLEC may purchase Network Elements either individually or in combinations. Combinations of Contiguous Network Elements can be ordered (i) on a case-by-case basis for those Network Elements that are

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customer-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple customers.

- 7.7. When ordering either customer-specific or common-usage Combinations, CLEC may specify the functionality of that Combination without the need to specify the configuration of the individual Network Elements needed to perform that functionality. For example: CLEC may also choose to purchase from NEVADA a loop and switching Combination which would be comprised of the Network Elements Local Loop and Local Switching. This Combination would allow CLEC to purchase switching features (such as CLASS features) and functionalities on a per-customer basis.

## **8. Performance Requirements**

- 8.1. Provisioning Intervals: Basic and Assured Links are provided within the same period of time NEVADA provisions its like exchange service in the same area using similar facilities requiring field work (wiring) in most cases. When available, ISDN/xDSL Links and 4-wire Digital Links will have intervals identical to the intervals for NEVADA's provisioning of its like services. Intervals for a project (7 or more lines to a single end user MPOE on a single service request) are established on a negotiated interval basis between CLEC and NEVADA's Local Service Center (LSC).
- 8.2. Local Interconnection and Local Switching trunks (associated with Options A, B and C) will be provided in the same interval as offered for switched access (FG-B & FG-D) trunks.
- 8.3. LIDB/800 database access (DB) is provided on a per call basis with appropriate SS7 interconnection. No additional interval is required.
- 8.4. Standard Service Coordination. Link Service will be provided on the due date and, if requested, will be provided during a 4-hour window (either 8 a.m. to 12 p.m. or 1 p.m. to 5 p.m.), on a single service request. The disconnection of service on a line to the connection of the Link to the CLEC collocation arrangement or transport is 5 minutes per link. Additional service coordination is charged as additional labor billing as set forth in Attachment 8 of this Agreement. Links are normally provisioned from 8 a.m. to 5 p.m. Monday through Friday.

Project Service Coordination. The following coordination procedures apply only to Basic Links ordered as a project (7 or more lines to a single end user MPOE on a single service request, or 7 or more lines to a single end user customer at multiple MPOE locations where cutover coordination is related): On each Link order in a Wire Center, CLEC will contact NEVADA and the Parties will agree on a cutover time at least two business days before that cutover time. The cutover time will be defined

as a half (1/2) hour window (normally provisioned from 8 a.m. to 5 p.m. Monday through Friday), within which both the CLEC and NEVADA personnel will make telephone contact to begin the cutover activity. Coordination for Basic Links meeting the definition of a project (in this paragraph) will be provided by the Parties at no charge unless NEVADA incurs additional costs to accommodate CLEC's request.

Within the appointed half (1/2) hour cutover time, the CLEC person will call the LOC and when the LOC is reached in that interval such work will begin. If the CLEC person fails to call or is not ready within the appointed interval and if CLEC had not called to reschedule the work at least two hours prior to the start of the interval, CLEC and NEVADA will reschedule the work order on a mutually negotiated basis and CLEC will pay the Service Date Change charge as set forth in Attachment 8 of this Agreement to reschedule the appointment.

If the LOC is not available or not ready when the CLEC person calls during the half (1/2) hour interval, NEVADA will not bill the Service Date Change charge for the Link or Links scheduled for that interval and will reschedule the installation on a mutually negotiated basis. The standard time expected from disconnection of service on a line to the connection of the Link to the CLEC collocation arrangement or transport is 5 minutes. Delays caused by the customer are the responsibility of CLEC.

- 8.5. If CLEC has placed an order for Unbundled Network Elements or combinations thereof and subsequently cancels the order, Nevada will bill CLEC cancellation charges according to the work that has been performed by Nevada, as set forth in Attachment 8 of this Agreement.
- 8.6. Once an order for Local Service, Network Elements, or combinations of Network Elements has been issued by CLEC and CLEC subsequently requires a new due date the Service Date Change charge as set forth in Attachment 8 of this Agreement shall apply.
- 8.7. CLEC and NEVADA will agree to mutual escalation procedures and contacts. Each Party shall notify the other Party of any modifications to these contacts within one (1) week of such modifications.
- 8.8. When CLEC requests shorter than standard intervals, i.e. expedites, on a case-by-case-basis, CLEC will pay for all additional costs for performance in excess of NEVADA's intervals for comparable services at rates as set forth in Attachment 8 of this Agreement. NEVADA agrees to charge CLEC for such services comparable with how NEVADA treats its own end user customers.

**Table A PROVISIONING INTERVALS FOR UNE**

**9. Provisioning Intervals**

Where comparable retail products or services exist in NEVADA, NEVADA will report provisioning performance monthly as defined in Attachment 17, Parity of Service Performance (these measures will be reflected in Attachment 17 within 30 days of the first order for UNE). Where a comparable retail product or service does not exist, the stated or ICB interval will be used.

<b>UNE</b>	<b>Comparable Measure</b>	<b>Interval</b>
<b>LOOP</b>		
<b>Basic Exchange</b>		<b>5 bd</b>
<b>Business</b>	<ul style="list-style-type: none"> <li>Fieldwork Resale/Retail Business Access Line New Install</li> </ul>	<b>4bd</b>
<b>Residence</b>	<ul style="list-style-type: none"> <li>Fieldwork Resale/Retail Residence Line New Install</li> </ul>	<b>4bd</b>
<b>Four Wire ISDN</b>	<ul style="list-style-type: none"> <li>Voice grade private line - retail</li> <li>BRI ISDN - Retail w/o design (currently available with Centrex only)</li> <li>PRI ISDN &amp; BRI w/ design - Retail</li> </ul>	<b>8bd</b> <b>5bd after loop qualification</b> <b>15bd after AE &amp; customer coordinate</b> <b>8bd</b>
<b>DS1</b>	<ul style="list-style-type: none"> <li>DS1 HICAP - Retail</li> </ul>	<b>8bd</b>
<b>LOCAL SWITCHING</b>		
<b>Local Switch Port</b>		<b>Next Available</b>
<b>Business</b>	Non-Fieldwork Resale/Retail Business Access Line New Install	<b>2bd</b>
<b>Residence</b>	Non-Fieldwork Resale/Retail Residence Line New Install	<b>&lt;2bd</b>
<b>Local Switch Trunks (Opt A, B, or C)</b>	Switch Access FG B&D	<b>12bd</b>
<b>LSNE Opt A</b>	Stated Interval (per central office) Project-specific interval	<b>45days</b> <b>ICB</b>
<b>LSNE Opt B&amp;C</b>		
<b>DIRECT TRANSPORT</b>		
<b>DS0, DS1,</b>	New Install Retail DS0, DS1, Dedicated Line	<b>DSO 8bd</b> <b>DS1</b>
<b>STS-1, DS3</b>	New Install Retail STS-1, DS3, Dedicated Line	<b>10-12bd</b>
<b>SIGNALING SYSTEMS</b>		

UNE	Comparable Measure	Interval
<b>SS7 Port</b>	New Install of a SS7 Port including Screening - Project Specific Interval	<b>Project Specific</b>
<b>SIGNALING LINKS</b>		
<b>SS7 Transport</b>	New Install of a SS7 A or D Link	<b>28bd</b>
<b>DATABASE</b>		
<b>LIDB/800 Database Access</b>	If SS7 interconnection is established with LIDB/800 query access, no additional interval is required. If SS7 interconnection is established and LIDB/800 was part of the original questionnaire, then a translation only order will apply; if not included, then the SS7 Port interval will apply.	<b>23bd</b>
<b>TANDEM SWITCHING</b>		
<b>Tandem Switching - Trunks (TS Standard) TS Option 1&amp;2 TS Option 3</b>	Switched Access FGB and FGD Trunk Order Interval if Tandem Configuration is in place  Stated Interval Project specific interval	<b>6wks 60 days30 days Project Specific</b>

**10. Account Maintenance**

NEVADA and CLEC agree to the following account maintenance procedures:

**10.1 OUTPLOC Transaction Feed**

OUTPLOC means when a an CLEC Local Service or LSNE changes from CLEC local exchange service to another local exchange carrier. NEVADA will notify CLEC using a 4205 or a mutually agreed-upon CARE-like electronic record, as required to meet OBF standards, when a customer changes from CLEC Local to a new Local Service provider. NEVADA will provide 4205 or a mutually agreed-upon CARE-like record as required to meet OBF standards six days a week, Monday - Friday (Saturday (when change activity occurs), via the CONNECT:Direct interface. Electronic records will be sent within twenty-four (24) hours of the switch being provisioned for the customer change. CLEC understands that NEVADA may send other CARE-like electronic records on CLEC Local customers based upon mutual agreement of the Parties.

**10.2 Change Request Implementation**

NEVADA will cease billing CLEC effective as of the date of the customer's change request. If there is a delay in NEVADA's implementation of the customer's change request, NEVADA will issue a credit to CLEC for any amounts billed to CLEC with respect to that customer following the date of the customer's change request.

10.3 Use of Service Order for PIC-only Change

When a an CLEC Local Customer contacts CLEC Local only to request a change of Primary Interexchange Carrier (PIC) from one IEC to another IEC, NEVADA will accept the PIC-only change request from CLEC local on the current service order feed. NEVADA will charge its current tariffed rate applicable to PIC-only changes.

10.4 IEC PIC Change Request

NEVADA will not accept a PIC change request from a Long Distance carrier for CLEC Local customers. NEVADA will return such requests to the IEC indicating CLEC's Operating Company Number (OCN) utilizing an industry standard CARE-like electronic record.

## OPERATION SUPPORT SYSTEMS

### **1. Preordering**

#### 1.1 Transaction-Based Information Exchange

The Parties agree that preordering information exchange will be transmitted over the same interfaces according to the same content definition for both resold NEVADA services and those provided using UNE.

#### 1.2 Initial Systems

Prior to implementation of EDI, CLEC will utilize various manual methods, or mechanized methods as the Parties shall mutually agree, of preordering information exchange. The manual methods will include monthly diskettes, facsimile, and/or telephone.

#### 1.3 Long Term Systems

Subsequent to Pacific Bell's implementation of EDI and thirty (30) days after request from CLEC, NEVADA will implement the transaction of preorder information to CLEC via that same network interface and in accordance with the same format content agreed to between CLEC and Pacific Bell. The EDI will be used to perform inquiries, including inquiries for Switch/Feature Availability, Address Verification, Telephone Number Assignment, Appointment Scheduling, and Customer Service Record requests.

CLEC and NEVADA will translate preordering data elements used in their internal processes into the agreed upon formats, for Electronic Data Interchange (EDI).

### **2. Ordering and Provisioning**

#### 2.1 CLEC Resells NEVADA Telecommunications Service(s)

The exchange of information relating to the ordering and provisioning of local service, when CLEC is the customer of record for the resold service(s), will be based on the most current industry order formats and data elements developed in the ATIS/Ordering and Billing Forum (OBF).

##### 2.1.1 Initial Systems

In the event that an EDI interface has not been deployed prior to CLEC's intent to enter the NEVADA market, within 30 days of a written request from CLEC, NEVADA will provide CLEC the ability to order appropriate resale services with the Electronic Interface

known as Resale Mechanized Interface/Network Data Mover (RMI/NDM) for transmitting and receiving Service Requests and related information such as Firm Order Confirmations (FOC, Jeopardies, Rejects, and Completions) using the same file formats, record layouts and network interfaces in place between CLEC and Pacific Bell. CLEC and NEVADA will develop a mutually agreeable schedule for transmissions throughout the day using the CONNECT: Direct protocol.

For the ordering of products not supported by RMI/NDM, NEVADA will provide CLEC with other technologies mutually agreed to by the Parties.

#### 2.1.2 Long Term Systems

NEVADA agrees to upgrade the ordering information exchange mechanism according to the Telecommunications Industry Forum (TCIF) for Electronic Data Interchange (EDI) agreed to by CLEC and Pacific Bell. CLEC and NEVADA mutually agree that the information exchange will be forms based, including the use of the Local Services Request (LSR) Form, the End User Information Form and the Resale Information Form developed by the OBF. CLEC and NEVADA will use a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. CLEC and NEVADA will translate ordering and provisioning requests originating in their internal processes into agreed upon formats and EDI transactions. Implementation dates are based solely on Pacific Bell's schedule and will be implemented by the applicable "Start Date" specified on Exhibit 1 of Appendix A to this Attachment.

### 2.2 CLEC Provides Service Using NEVADA Unbundled Network Elements

#### 2.2.1 Initial Systems

CLEC and NEVADA will use two types of orders, an Infrastructure Provisioning order and a Customer Specific Provisioning order to order and provision Network Elements and Combinations.

The Infrastructure Provisioning Footprint order notifies NEVADA of the commonly used (across CLEC Retail Customers) Network Elements and Combinations that CLEC will require, and identifies the geographic area CLEC expects to serve through the Network Elements and Combinations ordered. NEVADA and CLEC will utilize the same ordering process and forms used for Exchange Access products as is agreed to between CLEC and Pacific Bell. If no process exists between CLEC and Pacific Bell, CLEC and NEVADA will mutually agree to adopt a process until the ATIS/OBF has adopted an acceptable alternative method. In addition

NEVADA will accept a modified version of the Translation Questionnaire (TQ) adopted by the OBF. The modified TQ will be sent to NEVADA, and NEVADA will modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements and Combinations that CLEC is employing to deliver service. CLEC will provide the Infrastructure Footprint Order and all associated ASR forms. NEVADA will accept delivery of the Infrastructure Provisioning Forms through the ASR process.

The customer specific provisioning order will be based upon OBF LSR Forms. NEVADA 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), and Switch Element Form (formerly Port Form) developed by the OBF. Such customer specific elements include, but are not limited to, the customer loop, the network interface device, the customer dedicated portion of the local switch, and any combination thereof.

For ordering of products not supported by Electronic Data Interface, NEVADA will provide CLEC with other technologies mutually agreed to by the Parties.

#### 2.2.2 Long Term Systems

NEVADA agrees to upgrade the ordering information exchange mechanism according to the Telecommunications Industry Forum (TCIF) for Electronic Data Interchange (EDI) for the Customer Specific Provisioning orders agreed to by CLEC and Pacific Bell. CLEC and NEVADA mutually agree that the information exchange will be forms based. CLEC and NEVADA will use a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. CLEC and NEVADA will translate ordering and provisioning requests originating in their internal processes into agreed upon formats and EDI transactions. Implementation dates are based solely on Pacific Bell's schedule and will be implemented by the applicable "Start Date" specified on Exhibit 1 of Appendix A to this Attachment.

#### 2.3 Batch Data Exchange

Unless another mutually agreed to alternative exists between NEVADA and CLEC, CLEC will use the same types of orders as it uses with Pacific Bell for Batch Data Exchange.

### 3. Testing and Acceptance



CLEC and NEVADA agree that no interface will be represented as either generally available or as operational until end-to-end functionality testing, as agreed to in a Joint Implementation Agreement or other mutually acceptable document are completed to the satisfaction of both Parties. The Parties agree to meet 30 days prior to the start of Network Validation Testing to plan, schedule and coordinate test scenarios and contacts related to test activities. The intent of the end-to-end functionality testing is to establish, through the submission and processing of test scenarios, that transactions agreed to by CLEC and NEVADA will successfully process, in a timely and accurate manner, through both Parties' support of OSS as well as the interfaces. CLEC will provide load forecasts by transaction type. NEVADA will provide documentation to assure the ability to handle the expected load, such as system simulation models. The testing will include the use of mutually agreeable test transactions, designed to represent no less than 95 percent of the transaction types that CLEC expects to send and receive through the interface undergoing end-to-end testing. In addition, CLEC and NEVADA will establish either a mutually agreeable testing environment or an audit process sufficient to demonstrate that the interfaces established between CLEC and NEVADA have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. The test environment or audit process, which ever is utilized, must validate that NEVADA can accept and process the anticipated busy period load without degradation of overall end-to-end performance of the information exchange delivered to CLEC even when other CLC transactions are simultaneously processed by NEVADA. Before testing begins, the Parties will mutually agree upon testing entrance and exit criteria.

**4. Joint Implementation Agreement Development**

CLEC and NEVADA recognize that this Attachment is not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, CLEC and NEVADA agree to conform and comply with the technical and operational details documented in any applicable Joint Implementation Agreement between Pacific Bell and CLEC. The JIA will be amended to include unique NEVADA conditions such as testing strategies, test dates, amended tests, test period, etc. The Parties agree to document the unique NEVADA conditions for additional technical and operational details in the form of a Joint Implementation Agreement (JIA). The JIA's for each interface will become a legally binding addendum to this Attachment. These JIA's may be modified over the course of this Agreement without subjecting the balance of the Agreement to re-negotiation or modification. Both Parties further agree that any technical, operational or implementation issues, once identified at the working team level, may be escalated by the initiative of either Party thirty (30) days after an issue is identified if no plan for resolution has been agreed to . The escalation will proceed first to the senior management of each company who will seek to resolve the issue. If an issue is not resolved within thirty (30) days following receipt of the issue by senior management, either Party may submit the issue to

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the dispute resolution procedures of Attachment 3 for binding resolution. In addition, CLEC and NEVADA will document both a topical outline for the JIAs as well as establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case, will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within thirty (30) days of issue resolution. System databases and information interfaces described in this Agreement will permit CLEC to have parity access to NEVADA's operating systems as NEVADA enjoys.

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OPERATION SUPPORT SYSTEMS  
IMPLEMENTATION DATES  
(INITIAL SYSTEMS)

<u>PROCESS</u>	<u>INITIAL SYSTEMS</u>	<u>START DATE</u>
<u>Ordering</u>		
Total Services Resale	RMI/NDM	within 30 days of a written request from CLEC
Interim Number Portability	CESAR prior to 12/31/97	Currently Available
Network Elements • Customer Specific	CESAR prior to 12/31/97	Currently Available

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OPERATION SUPPORT SYSTEMS IMPLEMENTATION DATES  
(LONG TERM SYSTEMS)

<u>PROCESS</u>	<u>LONG TERM SYSTEMS</u>	<u>START DATE</u>
<u>Ordering</u>		
Total Services Resale	EDI	Upon implementation at Pacific Bell
Interim Number Portability	EDI	Upon implementation at Pacific Bell*
Network Elements	EDI	Upon implementation at Pacific Bell*
<ul style="list-style-type: none"> <li>• Customer Specific</li> </ul>		
<ul style="list-style-type: none"> <li>• Infrastructure/Network</li> <li>• Set Up</li> </ul>	ASR/NDM	Upon implementation at Pacific Bell
<u>Pre-Ordering</u>		
All Resale All Network Elements	EDI	Upon implementation at Pacific Bell

\* However, if the long term system has not been made available by January 2, 1998, CLEC may, at any time, apply to the Commission to impose the most cost-effective and appropriate interim solution in an expedited proceeding.

**ATTACHMENT 12**  
**MAINTENANCE**

## **MAINTENANCE**

1. NEVADA shall provide repair, maintenance, testing and surveillance for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment.
2. NEVADA and CLEC shall mutually agree on appropriate maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available. Such maintenance standards shall be set forth in Attachment 17 to this Agreement.

3. **Maintenance and Repair Functions**

- 3.1. **Initial Electronic Bonding Interface Functions**

NEVADA will put in place a real time electronic system-to-system interface EBI, consistent with ATIS industry standards, to enable CLEC to perform any necessary maintenance and repair functions, including the ability to enter a new trouble ticket into the NEVADA maintenance system for an CLEC Customer; the ability to retrieve and track current status on all CLEC Customer repair tickets; the ability to schedule maintenance appointments by day and time on a real-time basis and the ability to verify that the trouble has been resolved by work completed on the Customer's premises to the Minimum Point of Entry (MPOE) (collectively "EBI Functions"). Deployment of EBI within NEVADA will be no later than thirty (30) days after CLEC's request for deployment, provided that such request shall be made subsequent to any EBI deployment within PACIFIC's territory or January 2, 1998, whichever is later. Prior to implementation of EBI, NEVADA will offer CLEC the use, at CLEC's option, of two interim interfaces for the performance of EBI Functions: (i) an 800 number and (ii) access to Pacific Bell's Service Manager (PBSM) system when available in NEVADA. NEVADA will structure these interim interfaces so that CLEC will be able to perform all EBI Functions on an interim basis using the 800 number and the majority of the EBI using PBSM.

- 3.2. **Additional Maintenance Functions**

Prior to the development of ATIS standards for adding to EBI (a) the ability to retrieve MLT results, (b) the ability to retrieve "Dispatch In-Dispatch Out" codes, and (c) the ability to retrieve all applicable time and material charges at the time of ticket closure (itemized by customer for each repair incident to show time spent, nature of trouble, how trouble was resolved,

charges for individual items such as materials, if any, and total charges) (collectively "Maintenance Functions"), NEVADA and CLEC will mutually agree on a process to accomplish CLEC's request, if a process is not already deployed in Pacific Bell's territory, for the Maintenance Functions on an interim, pre-EBI basis, and the cost, if any, to provide the Maintenance Functions.

4. EBI Implementation

- 4.1. Maintenance and repair information exchange relating to all Local Services, Network Elements and Combinations provided under this Agreement will be transmitted over the same platform and network interface according to the same content definition implemented between CLEC and Pacific Bell. CLEC and NEVADA will, for the purpose of exchanging fault management information, establish an EBI, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The Parties agree to adopt for EBI the functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report, all of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.
  - 4.2. CLEC and NEVADA will exchange requests over the same network established between CLEC and Pacific Bell. CLEC and NEVADA will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both will be in accordance with those agreed to between CLEC and Pacific Bell. Changes to Network Operations Forum (NOF), ECIC or T1M1 standards, to the extent local service maintenance and repair are affected, will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of the changes introduced, extend more than thirty (30) days beyond the date of implementation of the same standards by Pacific Bell.
5. In the event a NEVADA employee misses a scheduled repair appointment on behalf of CLEC, NEVADA will notify CLEC within one (1) hour of the missed appointment, either by EBI or by telephone.
  6. NEVADA technicians shall provide repair service to CLEC Customers that is equal in quality to that provided to NEVADA customers. Trouble calls from CLEC shall receive response time priority that is at least equal to that of NEVADA customers and shall be handled on a first-come, first-served basis regardless of

whether the customer is an CLEC Customer or a NEVADA customer. Prior to EBI, CLEC may ask NEVADA to reprioritize a an CLEC customer trouble report among CLEC's other customer trouble reports and NEVADA will reprioritize CLEC's various customer reports as requested by CLEC, if possible.

7. NEVADA shall provide CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Network Elements and Combinations provided to CLEC under this Agreement that it currently provides for the maintenance of its own network. NEVADA shall provide CLEC at least ten (10) business days advance notice of any scheduled maintenance activity which may impact CLEC Customers, when such activity is scheduled 10 or more days in advance. For maintenance activity scheduled less than 10 days in advance, NEVADA will notify CLEC as soon as the activity is scheduled. Scheduled maintenance shall include, without limitation, such activities as switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, and estimated number of work hours for completion.
8. NEVADA shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by NEVADA on any Network Element, including, without limitation, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC Customers. NEVADA shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that NEVADA shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.
9. NEVADA shall provide CLEC with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) procedures for prompt notification to CLEC of the existence, location, and source of any emergency network outage potentially affecting a an CLEC Customer, as defined in Appendix A to this Agreement, via the EBI to be established pursuant to Sections 3 and 4; (ii) establishment of a Single Point of Contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide CLEC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) methods and procedures for reprovisioning of all Local Services and Network Elements or Combinations after initial restoration; (v) equal priority, as between CLEC Customers and NEVADA customers, for restoration efforts,



consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (vi) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and updated as needed. NEVADA shall notify CLEC, within one hour, if possible, of all Category I Equipment and/or facility failures affecting CLEC customer service as itemized in Pacific Bell reference S.I. 131, as amended from time to time. A copy of the relevant portion of S.I. 131 in effect on the effective date of this Agreement is attached as Appendix A.

10. NEVADA and CLEC shall establish mutually acceptable methods and procedures for referring callers to the 800/888 number supplied by the other Party for purposes of receiving misdirected calls from customers requesting repair.
11. NEVADA's Local Operations Center (LOC) shall conform to the performance and service quality standards set forth in Attachment 17 when providing repair and maintenance to CLEC and CLEC Customers under this Agreement.
  - 11.1. If service is provided to CLEC Customers before EBI is established between CLEC and NEVADA, CLEC will transmit its repair calls to the NEVADA LOC by telephone.
  - 11.2. LOC, and Electronic Bonding, once deployed, shall be on-line and operational and the interim interfaces described in Section 3 preceding shall be operational twenty-four (24) hours per day, seven (7) days per week.
  - 11.3. Progress reports and status of repair efforts shall be available to CLEC through EBI. On an interim basis before implementation of EBI, NEVADA shall provide progress reports and status of repair efforts to CLEC via an 800 number supplied by NEVADA or PBSM, when available in NEVADA, at CLEC's option.
  - 11.4. Within thirty (30) days after the execution of this Agreement, NEVADA shall provide CLEC with written escalation procedures to be followed if, in CLEC's reasonable judgment, any individual trouble ticket or tickets are not resolved in a timely manner. Resolution shall be deemed untimely if delayed beyond NEVADA's best practices for resolution of troubles reported by NEVADA's own customers.
  - 11.5. In the event NEVADA shall fail to conform to the performance standards in Attachment 17, CLEC may request, and NEVADA shall perform an analysis of the reason behind NEVADA's failure to conform, and NEVADA shall correct said cause as soon as reasonably practical, at its own expense.

- 11.6. Maintenance charges for premises visits by NEVADA technicians shall be billed by CLEC to its Customer, and not by NEVADA. All forms, business cards or other materials furnished by NEVADA technicians to CLEC Customers will contain no brand. If the CLEC Customer is not at home when the NEVADA technician arrives, the NEVADA technician shall leave on the premises "not-at-home" cards that are unbranded but include a contact number for CLEC. The NEVADA technician will not leave on the premises a NEVADA-branded "not-at-home card".
- 11.7. Dispatching of NEVADA technicians to CLEC Customer premises shall be accomplished by NEVADA pursuant to a request received from CLEC.

## CATEGORY I

## PMENT AND/OR FACILITY FAILURES AFFECTING CUSTOMER SERVICE.

Types of Customer  
Service Quality  
Failure Reports  
and Criteria

### CATEGORY I BROADBAND

- Frame Relay - A failure of one or more channelized T1 carrier systems or two or more non-channelized T1 carrier systems.

### CATEGORY I NARROWBAND

- 5 T1 carrier systems (120 or more voice grade channels) failure.
- 500 or more voice grade radio channels failure.
- A community isolation.
- E911
- A transport equipment failure that isolates a central office from the E911 network. (Local switch to the tandem e.g. DACS, OC12, DEXCS failure, etc.)
- A transport equipment failure that isolates a Public Safety Answering Point (PSAP) from the E911 tandem.
- A transport equipment failure that results in the loss of 25% or more of the trunks/circuits (aggregate) from an E911 tandem to the PSAPs served by that tandem.

### CATEGORY I CABLE

- Local - 200 or more working pairs are affected.
- Toll - 120 or more interoffice trunks are affected.
- Fiber - Any working fiber providing customer service that fails without protection.
- E911
- A transport cable failure that isolates a central office from the E911 network. (Local switch to the E911 tandem)
- A transport cable failure that isolates a PSAP from the E911 tandem.
- A transport cable failure that results in the loss of 25% or more of the trunks/circuits (aggregate from an E911 tandem to the PSAPs served by that tandem.

## CATEGORY I

### EQUIPMENT AND/OR FACILITY FAILURES AFFECTING CUSTOMER SERVICE.

#### CATEGORY I SWITCHING MACHINES

- Any switch congestion that results in 40% or more dial tone delay lasting 15 minutes or longer.
- Complete loss of inward and/or outward call processing capability from a central office lasting 5 minutes or longer.
- Any service interruption resulting in 50 or more customer reports.
- A duplex connectivity failure to the SS7 network, e.g. MSB7/LPP frame, link set, CNI, etc.
- Loss of interoffice calling from more than 10 minutes.
- An FYI report should be filed anytime a central office has been on battery power >30 minutes, when it is not part of a routine test.
- E911
- A central office isolated from the E911 network for 15 minutes or longer.
- Loss of 25% or more of the trunking capability from an E911 tandem to the PSAPs it serves for 15 minutes or longer (e.g. translations, trunk frame failure, etc.).
- A PSAP isolation from the E911 network for 15 minutes or longer (e.g. translations, trunking problem, etc.)

#### CATEGORY I COMMUNITY ISOLATION

- A community isolation occurs when no incoming or outgoing toll service is available and the community is cut off from the outside world by rural geography. A central office failure within a metropolitan area is not considered a community isolation since the community can more easily reach phone service in the adjacent central office serving area.

#### CATEGORY I MEDIA INTEREST

- Any interruption or outage that may cause public or news media attention.

#### CATEGORY I TANDEM/TOPS

- Failures or potential loss of call completions/processing.
- Failures affecting Operator Service capabilities.

CATEGORY I SS7

- Loss of mated pair of STP or SCP. Any SS7 failure causing 50 customer reports from a single central office or 100 customer reports from several central offices within a maintenance center.

CATEGORY I PUBLIC SAFETY/SERVICE AGENCIES

- Federal Government, equipment or facility affecting 5 or more military special communications, isolations of FAA location or air ground facilities.
- State and local agencies interruptions seriously affecting service to police, fire departments, hospitals, press, military, and PBSs.

**ATTACHMENT 13**  
**CONNECTIVITY BILLING AND RECORDING**

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Appendix A:

Pre-Bill Certification Operating Agreement

Appendix B:

Schedule For Agreement on Specifications for Electronic  
Transmission and Start Date for Implementation of  
Transmission Method

## **CONNECTIVITY BILLING AND RECORDING**

### **1. General**

This Attachment describes the requirements for NEVADA to bill and record all charges CLEC incurs for purchasing Local Services for resale and for Network Elements and combinations, and describes the requirements for NEVADA and CLEC to bill and record all charges incurred to provide Meet Point Billing and Mutual Compensation. In addition to the terms and conditions set forth in this Attachment 13, CLEC and NEVADA will use their best efforts to complete and sign a Pre-Bill Certification Operating Agreement by June 30, 1998 at CLEC's request, which, when executed by both Parties, will signify the completion of the project plan to develop a working Pre-Bill Certification process to ensure the accuracy and timeliness of billing prior to the issuance of the bill to CLEC and will become Appendix A to this Attachment 13. The performance measurements applicable to Connectivity Billing and Recording are set forth in Attachment 17.

### **2. Billing Format**

NEVADA shall provide billing for Unbundled Network Elements, Combinations, and local resale in the same electronic format as provided by Pacific Bell pursuant to the CLEC/Pacific Bell Interconnection Agreement and as may be modified from time to time.

2.1 Each Party agrees to deliver billing information in a format based on industry standards implemented by CLEC and Pacific Bell.

### **3. Billable Information And Charges**

3.1 NEVADA will bill and record in accordance with this Attachment those charges CLEC incurs as a result of CLEC purchasing from NEVADA Network Elements, Combinations and Local Services, as set forth in this Agreement (hereinafter "Connectivity Charges"). The Parties agree that, except as expressly provided in this Attachment, CABS or predecessor billing systems will comply with OBF standards.

3.2 Each bill for Connectivity Charges (hereinafter "Connectivity Bill") shall be formatted in accordance with CABS, CRIS or FABS, as appropriate. Each Element, Combination, or Local Service, purchased by CLEC shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to CLEC on each Connectivity Bill in which charges for such Elements, Combinations, or Local Services appear. Each such billing code shall enable CLEC to identify the Element(s), or Combinations and Options as described in Attachment 11 to this Agreement ordered by CLEC, or Local Services ordered or utilized



by CLEC in which Connectivity Charges apply pursuant to this Agreement. Each Connectivity Bill shall set forth the quantity and description of each such Element, Combination, or Local Service provided and billed to CLEC. All Connectivity Charges billed to CLEC must indicate the state from which such charges were incurred.

- 3.3 NEVADA shall provide CLEC monthly Connectivity Bills that include all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Elements or Combination thereof, ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill provided by NEVADA to CLEC shall 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.
- 3.4 The Bill Date, as defined herein, must be present on each bill transmitted by NEVADA to CLEC.
- 3.5 Subject to Section 3.5.3, 3.5.4 and 3.5.5, NEVADA shall not provide any Connectivity Bills to CLEC having a Bill Date any later than the following dates:
  - 3.5.1. Ninety (90) days following the recording date for all resale usage and LSNE usage, except for calls requiring data exchange with third party carriers, e.g., intraLATA O+ calls made within another state, which calls are subject to Section 3.5.2.
  - 3.5.2. One hundred and twenty (120) days following the recording date for calls requiring data exchange with third-party carriers.
  - 3.5.3. For all other Network Elements, Combinations and all Non-Usage resale or LSNE charges, two alternative time limits shall apply:
    - (a) six (6) months from the date the charges were incurred (this time limit applies for the first year of the Agreement); and
    - (b) one hundred twenty (120) days from the date the charges were incurred (this time limit applies beginning with the second year of the Agreement).

- 3.5.4 The time limits set forth in Sections 3.5.1 and 3.5.2 are effective immediately. The time limit set forth in Section 3.5.3 will be effective six (6) months following the effective date of the Agreement.
- 3.5.5 If any billing error is identified, quantified and communicated in writing by NEVADA to CLEC within the time periods set forth in Sections 3.5.3 above after Connectivity Charges are incurred, NEVADA will have a maximum of ninety (90) additional days after the otherwise applicable date under Section 3.5.3 to render correct Connectivity Bills therefor.
- 3.5.6. No payment shall be due from CLEC for any Connectivity Bill received by CLEC from NEVADA that fails to meet the timeliness requirements of Sections 3.5.1 through 3.5.5 of this Attachment, provided that CLEC continues to participate in the Pre-Bill Certification Procedures described in Appendix A to this Attachment.
- 3.5.7 On each bill where “Jurisdiction” is identified, local and local toll charges shall be identified as “Local” and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA.
- 3.6. NEVADA shall bill CLEC for each Element, Combination thereof, or Local Service, supplied by NEVADA to CLEC pursuant to this Agreement at the rates set forth in Attachment 8. NEVADA will bill CLEC based on the actual Connectivity Charges incurred, provided, however, for those usage-based Connectivity Charges where actual charge information is not determinable by NEVADA because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges.
- 3.7. Each Party shall be responsible for all costs and expenses it incurs in complying with its obligations under this Attachment. CLEC will be responsible for the development, modification, technical installation and maintenance of any CLEC systems or other CLEC infrastructure which CLEC requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. NEVADA shall be responsible for any development, modification, technical installation and maintenance of any NEVADA systems or NEVADA infrastructure which NEVADA requires to comply with and to continue complying with this Agreement, subject to the Act, regulations thereunder and relevant FCC or Commission decisions. Each Party shall provide the other Party at no additional 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. **Meet Point Billing**

- 4.1. CLEC and NEVADA will establish meet-point billing (“MPB”) arrangements for jointly provided switched access to an IEC, in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF’s MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 4.2. CLEC and NEVADA will implement the “Multiple Bill/Single Tariff” option or a mutually agreed upon billing arrangement in order to bill any Interexchange Carrier (IEC) for that portion of the network elements provided by CLEC or NEVADA. For all traffic carried over the MPB arrangement, CLEC and NEVADA shall each bill the IEC for its own portion of the applicable elements.
- 4.3. Each Party shall provide the billing name, billing address, and Carrier Identification Code (CIC) of the IECs that may utilize any portion of CLEC’s network in a CLEC/NEVADA MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code. Such information shall be provided by each Party to the other Party in the format and via the medium that the Parties agree to.
- 4.4. The Parties agree to comply with the currently effective MECAB guidelines as mutually adopted by the Parties.
- 4.5. The Parties further agree that in those MPB situations where one Party subtends the other Party’s access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- 4.6. NEVADA and CLEC will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. NEVADA 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.

- 4.7. The secondary billing company will provide to the initial billing company any necessary AMA records (in standard EMR format) within fourteen (14) days of the recording date. The Initial billing company will provide the secondary billing company the necessary summary records with fourteen (14) days of the initial company's bill date.
- 4.8. If MPB data is not submitted by either Party within the period set forth in Section 4.7, or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IEC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 4.9. Failure of secondary billing company to provide the necessary AMA records (in standard EMR format) within sixty (60) days of the recording date, or of the initial billing company to provide the necessary summary records within sixty (60) days of the initial billing company's bill date, will result in the Party failing to deliver the data to be liable to the other Party for any charges the other Party is unable to bill the IEC.
- 4.10. Errors in MPB data exchanged by the Parties may be discovered by CLEC, NEVADA or the billable IEC. Both CLEC and NEVADA agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery. The other Party shall correct the error within twenty (20) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If either Party fails to provide MPB data due to loss, uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Attachment 14, Section 6, for compensation of lost, damaged or destroyed Recorded Usage Data and compensate the other for the lost MPB billing data.
- 4.11. Both Parties will provide the other a Single Point of Contact to handle any MPB questions.

5. **Collocation**

When CLEC collocates with NEVADA in LEC's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the Connectivity Bill provided to CLEC pursuant to this Attachment. All such capital expenses shall be billed through FABS, identified as capital expense charges and given a unique and consistent BAN. All invoices for capital expenses shall be sent to the location specified by CLEC for payment. All other non-capital recurring collocation expenses shall be billed to CLEC in accordance with this Agreement. The CABS Billing Output Specifications (BOS) documents provide the guidelines on how to bill the Connectivity Charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service."

6. **Mutual Compensation**

The Parties shall bill each other call termination charges for local exchange traffic, using a CABS like format, in accordance with the standards set forth in this Agreement for traffic terminated to the other Party's customer, where both such customers bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., extended area service zones in adjacent local calling areas). Where required, such traffic shall be recorded and transmitted to CLEC in accordance with this Attachment. Further, the traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this traffic shall be charged at rates specified in Attachment 18 to this Agreement.

7. **Issuance of Connectivity Bills - General**

- 7.1. NEVADA and CLEC will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section.
- 7.2. NEVADA and CLEC will establish monthly billing dates (Bill Date) for each Billing Account Number (BAN) or Billed Telephone Number (BTN) (collectively referred to as "Account Number"), as further defined in the CABS documents, which Bill Date shall be the same day month to month. Each Account Number shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting an Account Number. The Parties will provide one Connectivity Billing invoice associated with each Account Number.
- 7.3. All Connectivity Bills must be received by the other Party 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 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 CLEC shall specify) will be deemed received the next business day. If either Party 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.

- 7.4. NEVADA and CLEC shall issue all Connectivity Bills containing such billing data and information in accordance with OBF standards, except that if the Parties enter into a meet-point billing arrangement, such Connectivity Billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by OBF, or its successor. To the extent that there are no OBF or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed by the Parties.
- 7.5. Each Party will provide the other Party written notice of which Connectivity Bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy as set forth in applicable tariffs or as mutually agreed, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 7.6. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements. CLEC shall comply with NEVADA's processing specifications when CLEC transmits Connectivity Billing data to NEVADA. NEVADA shall comply with CLEC's processing specifications when NEVADA transmits Connectivity Billing data to CLEC. CLEC and NEVADA shall provide each other reasonable notice if a Connectivity Billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's 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.

8. **Electronic Transmissions**

- 8.1. NEVADA and CLEC agree that upon request and on a mutually agreed to date, each Party will transmit Connectivity Billing information and data in the CABS format electronically via Connect:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. 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 NEVADA 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. NEVADA must provide CLEC 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 and VTAM APPL ID must be provided to NEVADA and included in NEVADA's Connect:Direct software. CLEC will supply to NEVADA 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.
- 8.2. The Connectivity Billing information and data will be sent using the current OBF format implemented by mutual agreement of both Parties.

9. **Tape or Paper Transmissions**

- 9.1. 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 NEVADA). Connectivity billing information and data contained on magnetic tapes or paper for payment shall 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.

**To CLEC:**

Test Tapes, Cassettes and Diskettes	J. Jeff Oxley Eschelon Telecom of Nevada, Inc. 730 2 <sup>nd</sup> Avenue S, Suite 1200 Minneapolis, MN 55402
----------------------------------------	------------------------------------------------------------------------------------------------------------------------

Production Tapes and Cassettes via Overnight Delivery and U.S. Mail	J. Jeff Oxley Eschelon Telecom of Nevada, Inc. 730 2 <sup>nd</sup> Avenue S, Suite 1200 Minneapolis, MN 55402
Production, Diskettes & Paper Bills and Paper EAS/AS Bills via U.S. Mail	J. Jeff Oxley Eschelon Telecom of Nevada, Inc. 730 2 <sup>nd</sup> Avenue S, Suite 1200 Minneapolis, MN 55402
Production Diskettes & Paper Bills and Paper EAS/AS Bills via Overnight Delivery Service	J. Jeff Oxley Eschelon Telecom of Nevada, Inc. 730 2 <sup>nd</sup> Avenue S, Suite 1200 Minneapolis, MN 55402

**To NEVADA:**

Tape Transmissions:	To be specified by Nevada Bell when it elects tape transmission.  Attn:
Paper Transmissions:	Contract Administration ATTN: Notices Manager 311 S. Akard, 9 <sup>th</sup> Floor Four Bell Plaza Dallas, Texas 75202

- 9.2. Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3. All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. CLEC reserves the right to destroy a tape that has been determined to



have unrecoverable errors. CLEC also reserves the right to replace a tape with one of equal or better quality.

- 9.4. Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	225 bytes (fixed length)
Blocking Factor	84 records per block
Block size	18,900 bytes per block
Labels	Standard IBM Operating System

- 9.5. A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four-digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. NEVADA's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 9.6. All labeling of tapes shall comply with OBF standards.

10. **Testing Requirements**

- 10.1. At least thirty (30) days prior to any billing system change there will be a thirty (30) day test period to ensure that bills can be processed by the Parties.
- 10.2. For CLEC, NEVADA will send CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least thirty (30) days prior to changing mechanized formats , (i.e., changes as implemented by Pacific Bell pursuant to the CLEC/Pacific Bell Interconnection Agreement and as may be modified from time to time), NEVADA shall 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. NEVADA shall also provide to CLEC's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30005, NEVADA's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) calendar days prior to testing or a change in the NEVADA's originating or

state level company code. CLEC will notify NEVADA within the time period agreed to by the Parties if Connectivity Billing transmission fails to meet CLEC's testing specifications. NEVADA shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions meet CLEC's testing specifications. NEVADA shall not send CLEC a mechanized Connectivity Bill (except for testing) until such bills meet CLEC's testing specifications. If NEVADA meets CLEC's testing specifications, NEVADA may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

- 10.3. During the testing period, NEVADA shall transmit to CLEC Connectivity Billing data and information via paper transmission. Test tapes shall be sent to CLEC at the following location:

Test Tapes	J. Jeff Oxley Eschelon Telecom of Nevada, Inc. 730 2 <sup>nd</sup> Avenue S, Suite 1200 Minneapolis, MN 55402
------------	------------------------------------------------------------------------------------------------------------------------

11. **Bill Accuracy Certification**

The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, the sending Party is responsible and accountable for transmitting to the receiving Party an accurate and current bill. NEVADA agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Network Elements, Combination and Local Services ordered and used by CLEC. These processes and methodology will be set forth in a Pre-Bill Certification Operating Agreement and will be attached to this Attachment 13 as Appendix A.

12. **Additional Requirements**

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

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each Connectivity Bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

13. **Payment Of Charges**

13.1. For mechanized bills subject to the terms of this Agreement, CLEC and NEVADA will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. For bills rendered by NEVADA to CLEC in a non-mechanized format or a mechanized format other than agreed to by the Parties, CLEC will pay NEVADA within sixty (60) calendar days from the Bill Date, or fifty (50) calendar days from the receipt of the bill, whichever is later. 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 CLEC specifies), 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 CLEC specifies), payment will be made on the preceding business day.

13.2. Payments shall be made in U.S. Dollars via Electronic Funds Transfer (EFT) to the other Party's bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, NEVADA and CLEC shall provide each other the name and address of its bank, its account and routing number and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. CLEC will provide NEVADA with one address to which such payments shall be rendered and NEVADA will provide to CLEC with only one address to which such payments shall be rendered. In the event CLEC receives multiple Connectivity Bills from NEVADA which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to NEVADA's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of Connectivity Billing payment questions or problems.

14. **Billing Disputes**

Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. Bill closure procedures agreed to by the Parties will be set forth in the Pre-bill Certification Operating Agreement, to be attached to this Attachment as Exhibit A. Closure of a specific billing period will

occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any future analysis and financial transactions, except those resulting from an Audit as described in Section 10 of the General Section of this Agreement. Closure will take place within three (3) months of the close of the applicable billing period. The month being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

- 14.1. If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the manager for each of the respective Parties for resolution.
- 14.2. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the Director for each of the respective Parties for resolution.
- 14.3. If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the Vice President level for each of the respective Parties for resolution.
- 14.4. If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the alternative dispute resolution procedures set forth in Attachment 3.
- 14.5. If a Party disputes a Connectivity Charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes Connectivity Charges and the dispute is resolved in favor of such Party, the other Party shall credit the Connectivity Bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes Connectivity Charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. **Late Payment Charges**

If either Party fails to remit payment for any Connectivity Charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment

or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the applicable tariffs of the billing Party, and the portion of the payment not received by the payment date times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. **Adjustments**

16.1 Subject to the terms of this Attachment, NEVADA will debit or credit CLEC for incorrect Connectivity Billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof; ordered or requested Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by NEVADA, adjustments will be administered per the applicable tariff or by mutual agreement. Such reimbursements shall be identified as an adjustment on the Connectivity Bill.

16.2. Subject to the terms of this Attachment, CLEC will debit or credit NEVADA for incorrect charges; overcharges; under charges for mutual compensation as required or permitted by the applicable tariff or by mutual agreement. Such reimbursements shall be identified as such on the Bill.

17. **Recording Of Call Information**

17.1. The Parties agree to record call information in accordance with this subsection. These records shall be provided at a Party's request and shall be formatted pursuant to Bellcore standards if such standards exist, and otherwise as agreed by the Parties. These records shall be transmitted to the other Party daily in EMR format via Connect: Direct, provided however that if CLEC and NEVADA do not have Connect: Direct capabilities, such records shall be transmitted as the Parties agree. NEVADA and CLEC agree that they will retain, at each Party's sole expense, copies of all AMA records transmitted to the other party at least seven (7) calendar days after transmission to the other Party.

17.2 NEVADA shall provide to CLEC the Switched Access Detail Usage Data (Category 11-01-xx records) via Connect:Direct on a daily basis within fourteen (14) days of the last day of the billing period. The data will be in a separate dataset from the usage records associated with the CLEC Resale access lines. File name and attributes will be specified by CLEC.

17.3. CLEC shall provide to NEVADA the Summary Usage Data (Category 11-50-xx records) via Connect:Direct on a daily basis within fourteen (14) days of the last day of the billing period. The data will be in a separate dataset from the usage records associated with the CLEC Resale access lines. File name and attributes will be specified by NEVADA.

18. **No Netting of Amounts Due**

The Parties agree that there shall be no netting of amounts due under this Agreement with any other amounts due related to any other services provided under separate agreements. Further, Resale bills, Access bills, and bills for Unbundled Network Elements will be provided as separate bills with separate amounts due that shall not be netted.

**ATTACHMENT 13**

**Appendix A**

**Pre-Bill Certification Operating Agreement to be provided when executed by the Parties**

**ATTACHMENT 14**  
**PROVISION OF CUSTOMER USAGE DATA**

**PROVISION OF CUSTOMER USAGE DATA**



**1. Introduction**

This Attachment sets forth the terms and conditions for NEVADA's provision of recorded usage data to CLEC. NEVADA will record and provide to CLEC unrated usage data when CLEC purchases Unbundled Switching Elements or Local Service from NEVADA ("Recorded Usage Data").

**2. General Requirements for Recorded Usage Data**

2.1 NEVADA shall provide CLEC with Recorded Usage Data. NEVADA will conform to the format, generic contents, and transmission medium for providing Recorded Usage Data as specified in the Bellcore EMR standard (Bellcore Practice BR010-200-010), as modified in Appendix A to this Attachment 14, which shall be updated periodically by mutual agreement, in writing.

2.2 NEVADA's provision of Recorded Usage Data to CLEC shall be in accordance with the performance standards set forth in Attachment 17. NEVADA shall retain Recorded Usage Data in accordance with applicable law and regulation.

**3. Usage Data Specifications**

3.1 Subject to Section 3.4, when CLEC purchases from NEVADA Local Service or LSNE, NEVADA will provide to CLEC all Recorded Usage Data relating to local call and IntraLATA toll calls originating from CLEC Customers (business and residence), including, but not limited to, the categories of information listed below. In addition, subject to Section 3.4, when CLEC purchases from NEVADA LSNE, NEVADA will provide to CLEC all available Recorded Usage Data relating to switched access calls terminating to CLEC Customers (business and residence), including, but not limited to, the categories of information listed below.

3.1.1 Data to be supplied both for calls originating from CLEC customers (business and residence) and for switched access calls terminating to CLEC customers (business and residence):

3.1.1.1. All available Call Attempts data

3.1.1.2. Completed Calls

3.1.2 Data to be supplied for calls originating from CLEC customers (Business and Residence):

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- 3.1.2.1. Use of CLASS/LASS/Custom Features which are sold on any available pay- per- use basis
  - 3.1.2.2 Calls to directory assistance and calls completed by directory assistance where NEVADA provides such service to CLEC's local service customer
  - 3.1.2.3 Calls completed via NEVADA-provided operator services where NEVADA provides such service to CLEC's local service customer
  - 3.1.2.4 For NEVADA-provided CENTREX service, station level detail
  - 3.1.2.5 Data to be supplied for switched access calls terminating to CLEC customers
  - 3.1.2.6 Data identifying the CIC of the originating IEC; and
  - 3.1.2.7 Where available, data identifying the Calling Party Number.
- 3.2 Records shall include complete call detail and complete timing information.
- 3.3 NEVADA shall provide to CLEC Recorded Usage Data for CLEC's customers only. NEVADA will not submit other carriers' local usage data as part of the CLEC Recorded Usage Data. Error procedures set forth in Appendix I to this Attachment, Section IV, paragraph 1.1.4. shall apply to any data of other carriers sent in error to CLEC.
- 3.4 **Additional Provisions Regarding Call Detail**
- 3.4.1 **Local Service**
    - 3.4.1.1 NEVADA represents that as of the effective date of this Agreement it does not record local usage for its own flat rate customers in the ordinary course of business. There are certain exceptions where special study or call detail analysis is performed, e.g., in cases where an incident of telephone harassment is under investigation. If NEVADA begins recording local usage for its own flat rate customers in the ordinary course of business at a future date, NEVADA will simultaneously begin such recording for CLEC resold flat rate customers, at no additional charge. If at a future date NEVADA begins recording local usage for

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its own flat rate customers served by a particular switch, NEVADA will simultaneously begin such recording for CLEC resold flat rate customers served by that switch, at no additional charge.

3.4.1.2 If CLEC asks NEVADA to develop the capability to provide CLEC local usage data on resold flat local service, and NEVADA does not record local usage for its own flat rate customers in the ordinary course of business, NEVADA shall develop such capability consistent with Section 1.6 of Attachment 6. In such event, NEVADA shall be entitled to track and recover applicable development costs as set forth in Attachment 8.

3.4.1.3 As of the effective date of this Agreement, in some NEVADA switches, the terminating number for measured local calls may not be recorded during periods of high volume usage. If and when the limitation described in this Section is removed, NEVADA will provide, in the appropriate field of the EMR, to CLEC at no additional cost, the terminating number for all measured local calls, including calls made during periods of high volume usage.

#### 3.4.2 LSNE

When CLEC purchases a LSNE from NEVADA, that LSNE as provided by NEVADA will include all the functions and capabilities of the switch and the software deployed at that time within the switch relating to recording of usage data, including the capability to record all local usage and the terminating number. The charge, if any, for the recording of usage data shall be included in the charge for the LSNE set forth in Attachment 8.

### **4. Recorded Usage Data Format**

4.1 NEVADA will provide Recorded Usage Data in the EMR format and by category, group and record type, as specified in the CLEC Usage Requirements document, dated November 1996 ("Data Requirements"), which is attached hereto and incorporated herein as Appendix I.

4.2 NEVADA shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

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- 4.4 NEVADA shall append the recording point identification or some other code that specifically identifies the central office switch that is mutually agreeable to both Parties to each EMR call record.

**5. Recorded Usage Data Reporting Requirements**

- 5.1 NEVADA shall segregate and organize the Recorded Usage Data in a format mutually agreed to in writing by the Parties.
- 5.2 NEVADA shall provide segregated Recorded Usage Data to multiple CLEC biller locations as mutually agreed by the Parties.
- 5.3 NEVADA, at no cost to CLEC, shall transmit to CLEC Recorded Usage Data in Bellcore EMR format, as modified by Appendix I to this Attachment, via Connect:Direct. If CLEC requests Recorded Usage Data in a format customized for CLEC, NEVADA may charge CLEC pursuant to Attachment 8.
- 5.4 CLEC will test and certify the Connect:Direct interface to ensure the accurate receipt of Recorded Usage Data. NEVADA shall make any changes necessary in the Connect:Direct interface to meet the requirements of this Attachment.
- 5.5 NEVADA shall provide Recorded Usage Data to CLEC once a day Monday through Friday, excluding mutually designated holidays. NEVADA shall provide to CLEC the Recorded Usage Data for a Local Service within the time period specified in Attachment 17 to this Agreement.
- 5.6 Each Party will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries from the other Party.
- 5.7 The Recorded Usage Data EMR format, content, and transmission process will be tested by CLEC for compliance with industry standards.

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**6. Recording Failures (Recording Failures applying CLEC and NEVADA)**

- 6.1 CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by NEVADA in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon CLEC's request, be recovered by NEVADA at no charge to CLEC. Upon discovery of such failures, NEVADA shall notify CLEC. In the event the data cannot be recovered by NEVADA, NEVADA shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by NEVADA and CLEC. This estimate will be used by the Parties to determine any amounts owed to CLEC. NEVADA will provide this amount to CLEC via a check accompanied by a statement that clearly identifies the purpose of the check.
- 6.1.1 Partial Loss - NEVADA shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 6.1.2 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 6.1.3 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, NEVADA shall secure message and minute counts for the four corresponding days of the prior week in which the loss occurred and compute an average of these volumes.
- 6.1.4 Net Loss Calculation - The amount due to CLEC will be calculated based on the Average Revenue Per Minute (ARPM) minus the Average Charge Per Minute (ACPM) that CLEC would have paid to NEVADA, times the estimated lost minutes. The Parties shall agree upon the appropriate ARPM and ACPM to apply.

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**Exceptions:**

- 6.1.4.1 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
  - 6.1.4.2 If the loss occurs on a weekday that is a holiday (except Christmas), NEVADA shall use volumes from the two (2) preceding Sundays.
  - 6.1.4.3 If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, NEVADA shall use volumes from that day in the preceding year.
- 6.2 CLEC may also request data be provided that has previously been successfully provided by NEVADA to CLEC, provided the request is received within forty-five (45) days of original processing. NEVADA reserves the right to bill CLEC for its direct costs of providing such data if CLEC makes such a request more than forty-five (45) days after original processing.

**7. Clearinghouse Procedures**

The Parties acknowledge that calls will be placed using the local service of one Party that will be billable to the customer for local service of another Party. In order to ensure that these calls are properly accounted for and billed to the appropriate customer, the Parties have established clearinghouse procedures to accomplish these objectives in separate agreements entitled Data Exchange Agreement for the distribution of IntraLATA Message Detail and/or the Settlement of IntraLATA Message Revenue The Parties intend to use best efforts to sign that Agreement within six (6) months after the Effective Date of this Agreement.

- 7.1. CLEC may identify a CMDS host for transmitting and receiving in-collect and out-collect local and intraLATA messages.
- 7.2 In the event CLEC fails to designate a CMDS host, NEVADA agrees on an interim basis, if requested by CLEC, to serve as CLEC's CMDS host for out-collect billing subject to the rates, terms and conditions as mutually agreed by the Parties.

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**APPENDIX I**  
**TO**  
**ATTACHMENT 14**

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## **CLEC USAGE REQUIREMENTS**

**November 1996**

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**SECTION I**  
**SCOPE**

**1. General**

This Attachment addresses the transmission by NEVADA of CLEC usage to CLEC.

**1.1 Usage Summary**

Messages will be transmitted, via a direct feed, to CLEC in standard EMR format.

The following is a list of EMR records that CLEC can expect to receive from NEVADA:

- Header Record 20-21-01
- Trailer Record 20-21-02
- Detail Records\* 01-01-01, 16, 18, ,80, 81,
- 10-01-01, 16 (when available and as mutually agreed), 18, 31, 32, 35, 37, 80, 81
- Credit Records 03-01-XX
- Rated Credits 41-01-XX

\*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

NEVADA will provide the above list of detail records as part of its resale offering. NEVADA shall make available to CLEC additional detail records as additional products are added to NEVADA's resale offer.

Using the above list as a model, the Parties shall identify by mutual agreement what detail records shall be provided by NEVADA to CLEC in connection with the provision of unbundled elements.

Additional detail records provided by NEVADA to CLEC in the future, whether as part of NEVADA's resale offering or in connection with the provision of unbundled elements, may have identification numbers different from those listed above.

In addition, NEVADA shall provide a 10-01-18 Specialized Service record to support the Special Features Star Services/Pay- Per- Use Features if these features are part of NEVADA's offering.

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For detailed information regarding EMR, refer to the current version of the Bellcore Practice BR010-200-010 Appendix. Also, for purposes of resale usage, see Appendix A of Section VII of Appendix I, "Physical Characteristics of Data Tapes/Cartridges."

1.2 **Attachment Content**

This Attachment describes baseline requirements for the transfer of NEVADA recorded, unrated usage to CLEC. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to NEVADA. Modifications and/or exceptions to this Attachment must be negotiated and mutually agreed upon by NEVADA and CLEC.

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**SECTION II**  
**RECORDED USAGE TO BE TRANSMITTED TO CLEC**

**1. General**

This section addresses the types of usage to be transmitted by NEVADA to CLEC.

**1.1 Usage To Be Transferred To CLEC**

**1.1.1 CLEC Usage To Be Transferred**

The following messages recorded by NEVADA are to be transmitted to CLEC. NEVADA recorded usage is defined as:

- intraLATA - Local (including DA and Operator Services)
- intraLATA - Toll (including DA and Operator Services)

**Note:** Rated incollect messages should be transmitted via the direct feed and can be intermingled with the unrated messages. No special packing is needed.

NEVADA is working with Pacific Bell in the developing of a direct return feed. CLEC may return via direct return feed, once developed, any of the above mentioned messages that cannot be rated and/or billed by CLEC, for reasons specified in the returns process. Returned messages will be sent to NEVADA in EMR format. Standard EMR return codes will be utilized.

File transfer specifications are included within Section III.

**1.2 CLEC Usage**

The Recorded Usage Data in a local resale environment includes all intraLATA toll and local usage. NEVADA will provide CLEC with unrated EMR records associated with all intraLATA toll and local usage which NEVADA records on CLEC's behalf.

Any Category, Group and/or Record types approved in the future for NEVADA will be included if they fall within the definition of this local resale phase. NEVADA will give CLEC one hundred twenty (120) days' advance notification of NEVADA's intended implementation of additional Category, Group and/or Record types.

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NOTE: NEVADA messages will be packed using the packing criteria outlined in Appendix 1A, Section VII. NEVADA shall pack records for rated messages and non-rated messages in separate packages. Any request by CLEC for packing in a different arrangement (for example, using CLEC's RAO) shall be separately negotiated by the Parties and shall be at a reasonable additional charge to CLEC.

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**SECTION III**  
**NEVADA TO CLEC USAGE FEED**

**1. General**

This section contains the information required for NEVADA to transmit the usage defined in Section 2 of Appendix I to CLEC. This section specifically addresses the dataset requirements and processing.

**1.1 Detailed EMR Record Edits**

CLEC will perform detailed record edits on the unrated and rated messages upon receipt from NEVADA. Messages that fail these edits may be returned to NEVADA with mutually agreed upon standard EMR return codes designated. If an excessive number of the records contain errors, CLEC may request re-transmission of data and NEVADA shall correct and re-transmit accurate data.

**1.2 Duplicate Record Checks**

CLEC may perform record checks on the unrated and rated messages to validate that duplicate messages are not sent by NEVADA to CLEC, except where valid duplicate messages are applicable, e.g., ISDN bonded. NEVADA shall perform record checks to validate that duplicate messages are not sent to CLEC in accordance with CMDS standards.

**1.3 NEVADA To CLEC Usage Feed**

**1.3.1 Usage Data Transport Requirements**

NEVADA will provide the transport facility between the NEVADA location and the CLEC location. It is CLEC's intent that usage data be transmitted via Connect:Direct whenever possible. In the event usage transfer cannot be accommodated by Connect:Direct because of extended (one business day or longer) facility outages, or if facilities do not exist, NEVADA will contract for a courier service to transport the data via tape.

NEVADA will provide CLEC with contacts, Remote Identifiers (IDs), and expected usage data volumes for each sending location.

CLEC will provide contacts responsible for:

- Receiving usage transmitted by NEVADA.
- Receiving usage tapes from a courier service in the event of a facility outage.

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### 1.3.2 Physical Characteristics

In the event the electronic system for data transmission malfunctions, by mutual agreement NEVADA shall provide the data to CLEC on tape or cartridge by courier. Such data will have the physical characteristics indicated in Appendix A. CLEC's intent is for variable block format (2,476 bytes) with a LRECL of 2472.

### 1.3.3 Data Delivery Schedules

Data will be delivered to CLEC by NEVADA daily (Monday through Friday) or as negotiated. CLEC and/or NEVADA Data Center holidays are excluded. NEVADA and CLEC will exchange schedules of designated Data Center holidays.

### 1.3.4 Resending Data

CLEC will notify NEVADA as promptly as possible upon discovery of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

### 1.3.5 Pack Rejection

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by CLEC within one business day of processing. Rejected packs will be retransmitted to CLEC by NEVADA.

### 1.3.6 Held Packs And Messages

CLEC and NEVADA will track pack number to control input based upon invoice sequencing criteria. NEVADA will be notified of sequence failures identified by CLEC and resend procedures are to be invoked.

### 1.3.7 Data Content Requirements

EMR is the format to be used for usage data provided to CLEC.

### 1.3.8 Packing Requirements

A pack shall contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. NEVADA will provide CLEC one dataset per sending location with the agreed upon OCN populated in the Header and Trailer records.

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Within the Header and Trailer records, the FROM RAO identifies the location that will be sending usage to CLEC. NEVADA will populate the FROM RAO field with the unique numeric value identifying the location that is sending the data to CLEC. Also, Pack Header and Trailer will have the OCN appropriately populated.

The FROM RAO, OCN, and Remote Identifiers will be used by CLEC to control invoice sequencing and each will have its own invoice controls. The FROM RAO will also be used to determine where the message returns file, containing any misdirected and unguidable usage, will be sent.

The file's Record Format (RECFM) will be Variable Block (VB) Size 2,476 and the Logical Record Length (LRECL) will be 2,472 bytes.

CLEC has no special sort requirements for the packs sent by NEVADA.

#### 1.3.9 Dataset Naming Convention

NEVADA will transmit the usage to CLEC using the following dataset naming conventions:

NODE 1BB03PXNN\*

NODE 2.IBMUP

NODE 3 (To be determined during negotiations)

NODE 4.USAGE

NODE 5.GNNNNVNN\* (Generational Dataset to be incremented by sender).

\*The italicized "N" represents numeric fields determined during negotiations.

#### 1.3.10 Control Reports

CLEC will accept input data provided by NEVADA in EMR format in accordance with the requirements and specifications detailed in this

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section of the attachment. In order to ensure the overall integrity of the usage being transmitted from NEVADA to CLEC, data transfer control reports will be required. These reports shall be provided by CLEC to NEVADA on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by NEVADA.

#### 1.4 MESSAGE VALIDATION REPORTS

CLEC will provide the following three daily (or otherwise negotiated) Message Validation reports to the designated NEVADA System Control Coordinator. These reports will be provided for all data received within NEVADA Local Resale Feed and will be transmitted Monday through Friday whether or not there have been any files transmitted.

##### 1.4.1 MESSAGE VALIDATION PACK REJECT REPORT (A7287)

This report provides information on packs rejected by CLEC. It lists the header and trailer record of each rejected pack and indicates the error codes and the associated error message which explains why the pack was rejected.

##### 1.4.2 MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

This report provides vital statistics and control totals by Record ID, Type of Service, Message Counts and Record Counts, for all valid, rejected and dropped messages. The information is provided in the following report formats and control levels:

1. NEVADA Total Messages
2. NEVADA Total Records
3. RAO Total Messages
4. RAO Total Records
5. Pack Total (Record Counts and Message Counts)

The first four report formats include percentages that indicate the relationship of the daily input volume by Record ID and Type of Record to the total input volume provided by an RAO and NEVADA.

##### 1.4.3 MESSAGE VALIDATION DETAIL ERROR REPORT (A7289)

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An EMR detailed error report is generated for each pack/ invoice that is received and processed by CLEC. The report lists, in vertical format, the complete 175 byte EMR record that has failed to pass the initial edit criteria. It prints this detailed information only for the first five EMR records that share a common error condition. The error condition is flagged on the report by one of two possible error codes preceding the field value. The error codes are:

(C) DENOTES CRITICAL ERRORS

(I) DENOTES INFORMATION ERRORS

The last two pages of the report for a given pack/invoice provide the following control totals:

Total Errors for each Field

Total Records Received

Total Records Dropped

Total Records rejected to MIU

Pack Reject Rate

Total Default Count (represents the number of Files on all of the input records that had to be programmatically altered to meet the EMR standards and specifications.)

If the entire pack/invoice has been rejected because of a Critical Error Rate greater than 0.5%, the last page of the report will display such a statement enclosed in asterisks.

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## **SECTION IV**

### **CLEC PROCESSING REQUIREMENTS**

#### **1. General**

This section contains requirements for CLEC processing of Recorded Usage Data that has been transmitted to CLEC for billing.

##### **1.1 CLEC Rating Process**

###### **1.1.1 Message Rating**

CLEC will rate any individual messages (as defined in Section II), that have not already been rated by NEVADA (information provider messages will be rated by NEVADA), prior to transmitting the usage to a billing environment within CLEC.

###### **1.1.2 Application Of Taxes/Fees/Surcharges**

CLEC will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all intraLATA local and toll usage received from NEVADA.

###### **1.1.3 Duplicate Messages**

CLEC has existing duplicate checks as part of their message processing or billing functions. CLEC will perform these checks on the rated/unrated messages sent by NEVADA. CLEC will identify duplicate message disposition procedures and reports will be identified by CLEC during negotiations.

###### **1.1.4 Record Edits**

###### **1.1.4.1 CLEC Record Edits**

CLEC will perform detailed record edits on the rated and unrated messages prior to transmitting them to the billing environment. Rated & unrated records that do not pass CLEC edits will be returned to NEVADA within thirty (30) days of the file date.

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1.1.4.2 NEVADA Record Edits

If NEVADA has existing detailed record edits for rated and unrated messages, NEVADA is to perform these edits.

Rated and unrated records that do not pass CLEC edits will be returned to NEVADA. NEVADA will attempt to perform error correction on all records requiring such action as agreed upon through the detailed negotiations process. If errors can not be corrected, NEVADA shall adjust settlements and billing accordingly.

NEVADA will investigate and correct the root cause for the errors.

1.1.5 CLEC To NEVADA Message Returns

At the discretion of CLEC, messages that have been sent to CLEC by NEVADA that cannot be guided to an CLEC billed account or error in processing due to an error by NEVADA will be returned to NEVADA with the appropriate negotiated return codes.

1.2 CLEC Specific Processing

Records that are accepted into CLEC's system (i.e., after passing the initial edits) are converted into another format. CLEC does not retain all of the information contained on the original EMR, so only certain fields will be populated in the returned records that fail age edits or are misguided. CLEC will work with NEVADA to provide the necessary level of detail in order for NEVADA to process these records.

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## **SECTION V**

### **TEST PLANS AND ACTIVITIES**

#### **1. GENERAL**

This section defines the NEVADA and CLEC activities which are required prior to implementation. The tests and activities described are necessary to ensure a smooth, accurate and well-programmed conversion. Specific test dates will be identified through the negotiations process.

##### **1.1 INTERFACE TESTING**

The purpose of this test is to ensure that the usage described in Section II can be sent by NEVADA to CLEC and can be accepted and processed by CLEC. NEVADA will provide a test file to CLEC's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain one full day's production usage. The format of the file will conform to the requirements shown in Section III. CLEC will review the file and verify that it conforms to its data center requirements. CLEC will notify NEVADA in writing whether the format is acceptable. CLEC will also provide NEVADA with the agreed-upon control reports as part of this test.

##### **1.2 OPERATIONAL TEST**

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by NEVADA and CLEC.

NEVADA is required to provide CLEC with NEVADA recorded, unrated intraLATA local and toll usage (as defined in Section II) for a minimum of five (5) consecutive days. CLEC will provide NEVADA with the message validation reports associated with test usage.

CLEC will rate and process the unrated intraLATA toll and local usage. CLEC will process this data to test bills. CLEC may request that the test usage contain specific usage volumes and characteristics to ensure a complete test. Specific usage volumes and characteristics will be discussed during detailed negotiations.

1.3 **TEST FILE TRANSPORT**

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Appendix A.

## **SECTION VI**

### **POST DEPLOYMENT ACTIVITIES**

#### **1. General**

Requirements for ongoing maintenance of the usage feeds between CLEC and NEVADA are described in this section. Included are minimal requirements for day-to-day control of the regularly scheduled transfer of NEVADA unrated and rated usage data and procedures for introducing and verifying CLEC/NEVADA System Changes.

##### **1.1 Control Maintenance And Review**

###### **1.1.1 Periodic Review**

Control procedures for all usage transferred between NEVADA and CLEC will require periodic review. This review may be included as part of an annual audit of NEVADA by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between NEVADA and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and NEVADA.

###### **1.1.2 Retention Of Records**

NEVADA shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. CLEC will maintain the message detail received from NEVADA for a minimum period of forty-five (45) calendar days. Designated CLEC personnel will provide these records to NEVADA or its authorized agents upon written request. NEVADA will also provide any data back to CLEC upon their written request.

##### **1.2 NEVADA Software Changes**

When NEVADA plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated NEVADA personnel shall notify CLEC of such changes within any time period specified by the FCC or Commission for that purpose, and in any event will use reasonable best efforts to notify CLEC no less than one hundred twenty (120) calendar days before such changes are implemented.

NEVADA will communicate the projected changes to the appropriate groups in CLEC so that potential impacts on CLEC processing can be determined.

CLEC personnel will review the impact of the change on the entire control structure as described in Section 1.5.3, Post Conversion Test Plan. CLEC will negotiate any perceived problems with NEVADA and will arrange to have the data tested utilizing the modified software.

If it is necessary for NEVADA to request changes in the schedule, content or format of usage data transmitted to CLEC, NEVADA will notify CLEC.

### 1.3 **Requested Changes**

If it is necessary for either Party to request changes in the schedule, content, or format of the usage data transmitted from NEVADA, the requesting Party will notify the other Party and the terms and conditions of the change shall be mutually agreed upon pursuant to the process set forth in Section 1.5.2.

When the negotiated changes are to be implemented, CLEC and/or NEVADA will arrange for testing of the modified data as described in Section 1.5, Post Conversion Test Plan.

### 1.4 **CLEC Software Changes**

When CLEC plans to introduce any software changes which may impact the format or content structure of the usage data transmitted from NEVADA, CLEC will use reasonable best efforts to notify the designated NEVADA personnel, no less than one hundred twenty (120) calendar days before such changes are implemented.

The CLEC contact will communicate the projected changes to the appropriate groups in NEVADA so that potential impacts on NEVADA processing can be determined.

CLEC will negotiate any perceived problems with NEVADA and will arrange to have the data tested utilizing the modified software.

Altering the one hundred twenty (120) day window for introducing software changes can be negotiated by both companies, dependent upon the scope and impact of the change.

### 1.5 **Post-Conversion Test Plan**

The test plan described below is designed to encompass all types of changes to the usage data transferred by NEVADA to CLEC and the methods of transmission for that data.

#### 1.5.1 NEVADA System Change Description

For a NEVADA system change that would be reasonably likely to impact CLEC, NEVADA shall provide CLEC with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, NEVADA shall provide a list of the specific records and/or systems impacted by the change to designated CLEC personnel.

Finally, NEVADA shall also provide CLEC a detailed description of the changes to be implemented. It shall include sufficient detail for designated CLEC personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

#### 1.5.2 Change Negotiations

NEVADA will notify CLEC in writing of all proposed change negotiations initiated by NEVADA. In turn, CLEC will notify NEVADA in writing of proposed change negotiations initiated by CLEC.

After formal notification of planned changes, whether originated by NEVADA or CLEC, negotiation meetings shall be scheduled between designated CLEC and NEVADA personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, the Parties shall jointly develop a detailed description of changes to be implemented and a detailed test procedure.

#### 1.5.3 Control Change Analysis

Based on the detailed description of the changes and review thereof by the Parties in negotiation meetings, designated CLEC personnel will:

- 1.5.3.1 Determine the impact of the changes on the overall structure.
- 1.5.3.2 Determine whether any single change has a potential control impact (i.e., High error rate on individual records that might result in pack rejection).
- 1.5.3.3 Determine whether any controls might be adversely affected.
- 1.5.3.4 Arrange for appropriate control structure changes to meet any of the above conditions.

#### 1.5.4 Verification Of Changes

Based on the detailed description of changes and review thereof in negotiation meetings, designated CLEC personnel will:

- 1.5.4.1 Determine the type of change(s) to be implemented.
- 1.5.4.2 Develop a comprehensive test plan.
- 1.5.4.3 Negotiate scheduling and transfer of modified data with NEVADA.
- 1.5.4.4 Negotiate testing of modified data with the appropriate CLEC department.
- 1.5.4.5 Negotiate processing of verified data through the CLEC billing system with the appropriate department.
- 1.5.4.6 Arrange for review and verification of testing with appropriate CLEC groups.
- 1.5.4.7 Arrange for review of modified controls, if applicable.

#### 1.5.5 Introduction Of Changes

When all the testing requirements have been met and the results reviewed and accepted, designated CLEC personnel will:

- 1.5.5.1 Negotiate an implementation schedule.
- 1.5.5.2 Verify the existence of a contingency plan with the appropriate CLEC department.
- 1.5.5.3 Arrange for the follow-up review of changes with appropriate CLEC personnel.
- 1.5.5.4 Arrange for appropriate changes in control program, if applicable.
- 1.5.5.5 Arrange for long-term functional review of impact of changes on the CLEC billing system, i.e., accuracy, timeliness, and completeness.



**SECTION VII**

**APPENDICES**

**SUMMARY OF APPENDICES**

- **APPENDIX A**
- **PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES**
- **APPENDIX B**
- **SPECIAL FEATURES STAR FEATURES/PAY-PER-USE FEATURES**

## APPENDIX A

### PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

Data transported to CLEC by NEVADA, or to NEVADA by CLEC, on tape or cartridge via a courier will have the following physical characteristics:

Tape:	9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge:	38,000 BPI (Bytes per inch)
LRCEL:	2,472 bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels:	Exchange Carrier name, Dataset Name (DSN) and volume serial number
Internal labels:	IBM Industry OS labels will be used. They consist of a single volume label and two sets of header and trailer labels.
One file per sending location with variable length records:	104 bytes EMR compacted format plus modules as applicable.

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## APPENDIX B

### SPECIAL FEATURES STAR SERVICES/PAY-PER-USE FEATURES

The following are CLASS subscription or “pay per use” (STAR) Services supported by these Local Resale requirement to date. When identified, additional services can be negotiated to be included in this Resale offer.

- 1) Auto Redial/Call Return..... This feature allows a customer to redial a number when a Busy signal is encountered.
- 2) Auto Call Back/Repeat Dialing.... This feature allows a customer to automatically return the most recent incoming call, even if it is not answered.

The following CLASS subscription service is available for Local Resale. CLEC requires a usage record in order to provide call trace information to law enforcement authorities.

- 1) Call Trace..... This feature allows the tracing of nuisance calls.

The following are CLASS services only available through monthly subscription and are available for Local Resale only on a monthly subscription basis.

- 1) 3-Way Calling..... This feature allows for three (3) Parties to communicate on one line.
- 2) Automatic Redial..... This feature allows a customer to automatically redial the last number dialed.

To provide for the transfer and billing of these features the following requirements apply:

For the following CLASS subscription and “per use” (STAR) Features the ‘Miscellaneous Charge Line Summary Non-Detail Charge’ 10-01-18 record should be used and be populated as follows:

CONNECT TIME	POSITIONS 55 - 60	<b>MUST BE POPULATED</b>
TO PLACE/ST.	POSITIONS 135 - 146	1) AUTO REDIAL/CALL RETURN  <b>Feature Code 32, 62, 60</b>
TO PLACE/ST.	POSITIONS 135 - 146	2) AUTO CALL BACK/REPEAT DIALING  POPULATE WITH <b>Feature Code 33, 61, 63</b>
TO PLACE/ST.	POSITIONS 135 - 146	3) CALL TRACE  POPULATE WITH <b>Feature Code 70</b>
TO PLACE/ST.	POSITIONS 135 - 146	4) 3-Way Calling  <b>NOT APPLICABLE</b>
TO PLACE/ST.	POSITIONS 135 - 146	5) AUTOMATIC REDIAL

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		<b>NOT APPLICABLE</b>
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**NOTE:** For fields not specifically defined, the standard EMR format for a 10-01-08 record should be used.

**ATTACHMENT 15**

**LOCAL NUMBER PORTABILITY  
AND NUMBER ASSIGNMENT**

## **LOCAL NUMBER PORTABILITY AND NUMBER ASSIGNMENT**

### **1. Provision Of Local Number Portability**

Until the implementation of Permanent Number Portability (PNP) in accordance with rules set forth by the FCC or the Commission, NEVADA will agree to provide CLEC with Interim Number Portability (INP) upon 60 days written notice, provided it is a form of INP Pacific Bell has been ordered to implement in California. The written notice will specify which form of INP and which Central Office CLEC wants the INP deployed in. CLEC understands that all forms of INP may not be possible in certain rural NEVADA Central Offices. CLEC and NEVADA shall provide Interim Number Portability to each other, within the same Wire Center boundaries, pursuant to the terms of this contract (including the charges as specified in Attachment 8 to this Agreement). Each Party agrees to provide the same forms of INP and will provide INP with minimum impairment of functionality, quality, reliability and convenience to the other Party's subscriber. Each Party will provide PNP as soon as it is technically feasible, in conformance with FCC rules and the Act.

### **2. Interim Number Portability (INP)**

2.1 INP shall be provided by Directory Number Call Forwarding ("DNCF"), Flexible Direct Inward Dialing ("Flex DID"), Route Indexing ("RI") or Local Exchange Routing Guide ("LERG") Reassignment as provided herein. The Party that operates the switch to which the number is ported ("Ported-to Party") shall specify on a per telephone number or customer type basis which method is to be employed, and the Party that operates the switch from which the number is ported ("Porting Party") shall provide such method to the extent technically feasible. Both Parties agree to release ported telephone line numbers which were ported using INP methods other than LERG Reassignment, back to the Porting Party assigned an NXX in the LERG when the ported telephone line number "becomes vacant" (i.e., when the ported number is no longer in service for the customer originally assigned the ported number), and any applicable referral/intercept period has expired.

#### **2.2 Directory Number Call Forwarding (DNCF)**

2.2.1 When DNCF is used to provide INP, calls to the ported number will first route to the Porting Party's switch. The Porting Party's switch will then forward the call to a second "ported to" number with an NXX associated with the Ported-to Party's switch. If necessary to handle multiple simultaneous calls to the same ported telephone number, the Ported-to Party may order up to ninety-nine (99) paths for the provisioning of DNCF.

2.2.2 NEVADA shall provide DDCF INP to CLEC pursuant to the terms of this Agreement, (including any modification subsequently adopted by the Commission) filed by NEVADA.

2.2.3 DDCF and CLEC's equivalent DDCF INP service calls will be delivered over Local Interconnection Trunk Groups. Each Party's customers will have the ability to receive collect calls and bill to third party numbers. Call quality will be equivalent to that which other RCF customers receive.

### 2.3 **Flex DID**

2.3.1 When Flex DID is used to provide INP, calls to the ported number will first route to the Porting Party's switch. The Porting Party's switch will then direct calls to the ported number over direct trunks dedicated to Flex DID to the Ported-to Party's switch. When technically feasible and generally available in Pacific Bell's network, non-dedicated trunks will be used. At the option of the Ported-to Party, and where technically feasible, Flex DID may be used to port either a block of telephone numbers or an individual telephone number, and Flex DID may be provisioned to allow a full ten (10) digit telephone number to be sent to the Ported-to Party's switch.

2.3.2 Flex DID will be delivered over dedicated trunk groups using either MF or SS7 signaling, where technically feasible, at the option of the Ported-to Party.

### 2.4 **Route Indexing**

2.4.1 Route Indexing (RI) may take two forms: Route Indexing Portability Hub (RI-PH) or Directory Number Route Index (DN-RI).

2.4.2 DN-RI is a form of RI that requires direct trunking between the Porting Party's switch to which the ported number was originally assigned and the Ported-to Party's switch to which the number has been ported. The Porting Party's switch shall send the originally dialed number to the Ported-to Party's switch without the use of steering digits.

2.4.3 RI-PH will be delivered over Local Interconnection trunk groups. DN-RI will be delivered over either direct trunks using SS7 signaling, Local Interconnection Trunks, or other technically feasible trunking arrangements generally available in Pacific Bell's network.

2.4.4 If the tandem switch is not operated by the Porting Party, the



Porting Party will make whatever process and compensation arrangements with the tandem provider that are necessary to implement the steering digits for RI-PH.

2.5 LERG Reassignment

If a customer has an entire NXX code and transfers from the Porting Party to the Ported-to Party, portability for that customer shall be provided by utilizing reassignment of the NXX code to the Ported-to Party through the Local Exchange Routing Guide (LERG). Updates to translations in the Porting Party's switching office to which the ported numbers were originally assigned will be made by the Porting Party prior to the date on which LERG changes become effective, in order to redirect calls to the Ported-to Party's switch via route indexing.

3. Other Interim Number Portability Provisions

- 3.1 CLEC will forego terminating Switched Access Revenues associated with the INP products listed herein, and NEVADA, in turn, will forego monthly recurring charges for the products.
- 3.2 With DNCF, Flex DID with SS7, DN-RI, or RI-PH, the Parties shall exchange SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in each Party's network.
- 3.3 Each Party shall disclose to the other Party any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office. Both Parties shall cooperate in the process of porting numbers to minimize customer out-of-service time, including updating switch translations where necessary.
- 3.4 With respect to 911 service associated with ported numbers under INP, the Porting Party agrees that all ported Directory Numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases. When DNCF is used, it is the responsibility of the Ported-to Party to provide both the ported numbers and ported to numbers to the Porting Party to be stored in the Porting Party's appropriate databases. CLEC will input the ported number and the ported to number with CLEC's data via the E911 Management System (MS) Gateway for storage in the MS. The Ported-to Party shall have the right to verify the accuracy of the information in the appropriate databases. CLEC may verify the accuracy of the information in the E911 MS via the MS Gateway.

4. Permanent Number Portability (PNP)

- 4.1 The Parties agree to implement PNP, in compliance with FCC or Commission orders, and pursuant to accepted Local Number Portability Network Interface Specifications.
- 4.2 Both Parties agree to release ported telephone line numbers back to the original carrier assigned an NXX in the LERG when they “become vacant” (i.e., when they are no longer in service for the original customer), and any applicable referral/intercept period has expired. The Parties agree to comply with such industry guidelines as may be established for the treatment of vacant telephone numbers.
- 4.3 The Parties will agree to perform database queries consistent with FCC requirements.
- 4.4 Except as agreed herein, each Party shall recover its costs for PNP in accordance with FCC or Commission orders.
- 4.5 The Parties agree that service provider number portability using PNP is limited to NEVADA’s Wire Center boundaries. Users who change their physical address location within that Wire Center will be able to retain the porting of their existing telephone number.
- 4.6 Upon request, the Porting Party shall provide the Ported-to Party with credit status for the Ported-to Party’s subscribers whose numbers are porting.

## **5. Requirements For INP And PNP**

### **5.1 Cut-Over Process**

The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This may include, but not be limited to, the Porting Party promptly updating its network element translations following notification by the industry Service Management System, or ported-to local service provider, and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers. The Parties agree to comply with such industry guidelines as may be established for the cutover process.

### **5.2 Testing**

Both Parties shall cooperate in conducting testing to ensure interoperability between systems. Each Party shall inform the other Party of any system updates that may affect the other Party’s network and each

Party shall, at the other Party's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

5.3 Non-Geographical Numbers

Neither Party shall be required to provide Number Portability for non-geographic services (i.e., 500, 700 and 900 Service Access Codes (SACs), and similar services) under this Agreement.

5.4 Engineering and Maintenance

Both Parties will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by the other Party to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement. For subscribers ported by INP using DNCF, Flex DID, or RI, the Ported-to Party shall perform appropriate testing to isolate trouble prior to referring repair requests to the Porting Party. For subscribers ported by PNP, trouble shooting by the Porting Party shall generally involve verification that a proper location routing number has been entered into the system, and other trouble shooting as may be established in industry guidelines.

5.5 Treatment of Telephone Line Number Based Calling Cards

5.5.1 NEVADA shall remove from the Line Information Data Base (LIDB) all existing NEVADA issued Telephone Line Number (TLN)-based card numbers issued to a customer, when that customer ports the associated telephone numbers to CLEC.

5.5.2 Other LIDB provisions are specified in this Agreement.

**6. Assignment Of NXX Codes And Telephone Numbers**

6.1 The Parties agree, in principle, that the administration and assignment of Central Office Codes ("NXXs") should be moved from NEVADA to a neutral third party. In the interim, where Pacific Bell functions as NEVADA's Code Administrator, the following provisions apply:

6.1.1 Each Party will comply with Industry Carriers Compatibility Forum (ICCF) Central Office Code (NXX) Assignment Guidelines, INC 95-

0407-008 (“ICCF Guidelines”).

- 6.1.2 Unless the FCC adopts rules that differ from the ICCF Central Office Code Assignment Guidelines, Pacific Bell will assign NXX codes on NEVADA’s behalf to CLEC according to those Guidelines in a competitively neutral manner and on a basis no less favorable than that on which NEVADA assigns codes to itself. These Number Administrator functions will be provided without charge. Number Administrator functions do not include opening NXX Codes.
  - 6.1.3 It shall be the responsibility of each Party 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 charge the other Party for changes to switch routing software necessitated by the creation, assignment or reassignment or activation of NPA or NXX codes. CLEC agrees that NEVADA will not deal with the neutral code administrator for payments related to CLEC code administration.
  - 6.1.4 The Parties will each be responsible for the electronic input of their respective number assignment information into the Routing Database System.
  - 6.1.5 The Parties will provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
  - 6.1.6 Pacific Bell, in its role as the NEVADA’s Code Administrator, will provide routine reporting on NXX availability, consistent with the orders of the Commission.
  - 6.1.7 The Parties agree that any forecasts required to be submitted prior to establishment of an independent third party administrator will be considered confidential and proprietary, and will only be made available to the California Code Administrator for the purposes of code assignment and administration.
- 6.2 In those circumstances where CLEC assigns its customers telephone numbers from an NXX assigned in the LERG to NEVADA, CLEC shall be able to obtain and assign telephone numbers from NEVADA in the same manner that NEVADA performs these functions for its own customers.
    - 6.2.1 CLEC can request, review, reserve, exchange and return telephone numbers for up to five basic exchange or COPT lines or single-line

ISDN, on an electronic, real-time basis to allow assignment during service negotiation with the CLEC's customer. Such access shall be provided as described with respect to the Operations Support Services (OSS) functions set forth in Attachment 11, Appendix A.

- 6.2.2 Number assignments other than those described in Section 6.2.1. above, including specialty numbers and complex product assignments, will be obtained through a telephone call to the Number Assignment Center (NAC) via the LSC.
- 6.3. CLEC will be provided with electronic access for additional number products as soon as such access is made available by NEVADA. Such access shall be provided as described with respect to other OSS functions set forth in Attachment 11.

**ATTACHMENT 16**  
**SECURITY**

**1. Protection of Service and Property**

- 1.1. For the purpose of notice permitted or required by this Attachment, each Party shall provide the other Party a SPOC available twenty-four (24) hours a day, seven (7) days a week.
- 1.2. NEVADA and CLEC shall each exercise the highest degree of care to prevent harm or damage to the other Party, its employees, agents or customers, or their property. Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 1.3. Each Party having on its premises any equipment, support equipment, systems, tools and data of the other Party, or spaces which contain or house the other Party's equipment or equipment enclosures, shall restrict access thereto to employees and authorized agents of that other Party.
- 1.4. NEVADA shall use electronic controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, NEVADA shall either furnish security guards at those NEVADA locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, NEVADA shall permit CLEC to install silent intrusion alarms back to manned sites. CLEC agrees that NEVADA shall be the SPOC with all law enforcement authorities or public agencies with respect to problems or alarms related to CLEC's equipment or equipment enclosures located on NEVADA's premises. In no event will CLEC contact law enforcement authorities or public agencies as a result of a silent alarm.
- 1.5. NEVADA shall furnish to CLEC a current written list of NEVADA's employees who NEVADA authorizes to enter spaces which house or contain CLEC equipment or equipment enclosures, with samples of the identifying credentials to be carried by such persons.
- 1.6. CLEC shall furnish to NEVADA a current written list of CLEC's employees or agents who CLEC authorizes to enter NEVADA's Central Offices, with samples of identifying credentials to be carried by such persons.
- 1.7. With respect to any equipment, support equipment, systems, tools and data of one Party on the premises of the other Party, or spaces which contain or house the other Party's equipment or equipment enclosures, each Party shall comply with the security and safety procedures and requirements of the Party that owns or controls the premises, including but not limited to sign-in, identification and escort requirements.

- 1.8. NEVADA shall allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time within normal business hours and shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space. In the event of an emergency, CLEC shall contact a SPOC provided by NEVADA for access to spaces which house or contain CLEC equipment or equipment enclosures. Such NEVADA SPOC shall be available to receive calls from CLEC twenty-four (24) hours a day, seven (7) days a week and make access available to CLEC within three (3) hours after receiving a call from CLEC.
- 1.9. NEVADA agrees not to use card access readers and devices that use cards which are encoded identically, or that use mechanical coded locks on external doors or on internal doors to spaces which house mission critical equipment or equipment which supports the mission critical equipment.
- 1.10. Keys used in NEVADA's keying systems for spaces which contain or house CLEC equipment or equipment enclosures shall be limited to NEVADA employees and representatives for emergency access only. CLEC shall have the right to require NEVADA to change locks at NEVADA's expense where there is evidence of inadequate security. In all other cases, CLEC may require NEVADA to change locks at CLEC's expense.
- 1.11. NEVADA shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.12. NEVADA shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual or attempted security breach.

## **2. Additional Provisions Applicable to Collocation Spaces**

- 2.1. NEVADA shall be responsible for the security of CLEC's collocation spaces. Security measures shall meet or exceed CLEC's requirements. If a security issue arises or if CLEC believes that NEVADA's security measures fail to meet CLEC's requirements, CLEC shall notify NEVADA and the Parties shall work together to address the problem. NEVADA shall, at a minimum, do the following.

- 2.1.1. NEVADA shall design collocation cages to prevent unauthorized access.



- 2.1.2. NEVADA shall establish procedures for controlling access to the collocation areas by employees, security guards and others, Those procedures shall limit access to the collocation equipment areas to NEVADA's employees, agents or invitees having a business need to be in these areas. NEVADA shall require all persons entering the collocation equipment areas to wear identification badges.
- 2.1.3. NEVADA shall provide card key access to all collocation equipment areas, along with a positive key control system for each collocators cage area.
- 2.1.4. In emergency situations common courtesy will be extended between CLEC and NEVADA's employees, including the provision of first aid and first aid supplies. Bathroom access will be provided where available in common areas.
- 2.2. CLEC security personal may audit the collocation area at a NEVADA location for compliance with security procedures.
- 2.3. CLEC shall limit access of CLEC's employees directly to and from their collocation cages and will not enter unauthorized areas under any circumstances.

### **3. Disaster Recovery**

- 3.1. NEVADA shall maintain for CLEC the same level of disaster recovery capability to be used in the event of a system failure or emergency as NEVADA provides for itself. NEVADA will provide CLEC with a written summary of such capability within thirty (30) days after the effective date of this Agreement, subject to the non-disclosure provisions of this Agreement.

### **4. Data Protection**

- 4.1. Each Party shall install controls in any of its data bases to which the other Party has access:
  - 4.1.1. to deny access to data base users after a pre-determined period of inactivity and
  - 4.1.2. to protect the other Party's proprietary information and the other Party's customer proprietary information.

- 4.2. NEVADA shall maintain controls over databases used by CLEC to protect both ongoing operational and update integrity, at parity with control features that NEVADA provides to itself.
- 4.3. Each Party shall assure that all approved system and modem access is secured through security servers. Access to or connection with a network element shall be established through a secure network or security gateway.
- 4.4. With respect to access to the network or gateway of the other Party, each Party will comply with the other Party's corporate security instructions for computer and network security.

## **5. Network Fraud Control**

- 5.1. NEVADA shall make available to CLEC for use with any services provided by NEVADA to CLEC under this Agreement all present and future fraud control features, including prevention, detection, or control functionality utilized in NEVADA's network. At present these features include (i) disallowance of call forwarding to international locations and 10XXX/101XXX cut-through, (ii) coin originating AN1 II digits, (iii) dial tone reorigination patches, (iv) terminating blocking of 800/888 and (v) 900 blocking.
- 5.2. In addition, subject to section 6.3 below and Section 1.6 of Attachment 6, NEVADA shall provide partitioned access within pertinent Operations Support Systems ("OSS") for fraud control.

## **6. Rates**

- 6.1. Terminating blocking of 800 and 900 blocking are available as Local Services, at the rates specified in Attachment 8.
- 6.2. Disallowance of call forwarding to international locations and 10XXX/101XXX cut-through, coin originating ANI II digits, and dial tone reorigination patches, are available with Local Services, basic exchange service or LSNE, at no additional charge.
- 6.3. Future fraud control features and functionalities will be available at a charge, if any, determined pursuant to the Act, regulations thereunder and relevant FCC and Commission decisions.

**7. Law Enforcement Interface**

- 7.1. Each Party shall provide the other Party with a single point of contact to interface on a twenty-four (24) hour, seven (7) day a week basis on law enforcement and service annoyance issues, including, without limitation, call traces, wiretaps and traps.
- 7.2. NEVADA will provide necessary assistance to law enforcement personnel to facilitate the execution of court orders addressed to NEVADA that authorize wiretaps and dialed number recorders relating to services and facilities of CLEC customers. NEVADA will notify law enforcement personnel that the court order applies to an CLEC circuit, not a NEVADA circuit. NEVADA will bill the appropriate law enforcement agency for these services under its customary practices.
- 7.3. When requested by CLEC for security purposes, NEVADA shall use reasonable best efforts to provide CLEC with Recorded Usage Data within two (2) hours of the call completion but in any event shall provide such data not later than twenty-four (24) hours of call completion. The Recorded Usage Data may be provided in AMA format.
- 7.4. CLEC will serve as agent for CLEC Customers in regard to call annoyance issues. NEVADA shall refer to CLEC any calls from CLEC Customers with regard to call annoyance.. Upon CLEC's request for line identification due to CLEC's customer receiving harassing calls, NEVADA will provide line identification and pass through appropriate fees to CLEC where CLASS features are unavailable for CLEC's end user. CLEC bears primary responsibility for all aspects of investigating harassing and annoyance call complaints from its customers; NEVADA will cooperate with CLEC to resolve such complaints. CLEC is responsible for all interaction with law enforcement agencies.

**ATTACHMENT 17**

**PERFORMANCE MEASURES**

**PERFORMANCE MEASUREMENTS  
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## Introduction

- I. Pursuant to Section 11 of this Agreement, Section A of this Attachment 17 sets forth the performance measurements applicable on an interim basis to Local Services, Network Elements or Combinations provided under this Agreement. These measurements will be modified based upon the outcome of an investigatory docket opened by the Commission to review and evaluate appropriate performance measurements for ILECs, including NEVADA, to consistently insure that there is fair and effective competition in the local exchange market in Nevada.

As experience is acquired under this Agreement with the new business processes established, the Parties expect to learn which measurements set forth in Section A are more or less useful than others. The Parties also expect that experience will show whether new measurements are needed or whether certain existing measurements are not needed. Accordingly, while this Agreement is in effect, either Party may, from time to time, request the addition, deletion or modification of the measures set forth in Section A. For example, the Parties will work together in good faith to develop an appropriate measure for Held Orders. In the event the Parties cannot agree on such addition, deletion or modification they will submit such dispute for resolution to an Inter-Company Review Board, as identified in Section 3.1 of Attachment 3 to this Agreement provided, however, that the other provisions of Attachment 3 shall not apply.

Unless otherwise stated, NEVADA shall make monthly reports to CLEC for all performance measures. Should a dispute arise concerning the accuracy of any of NEVADA's measurements, CLEC may audit them under procedures set out in Section 10.9 of the Umbrella Agreement.

NEVADA will provide the monthly results for both NEVADA retail and CLEC local, as well as data sufficient for CLEC to determine that the calculation was based on complete data and the calculation itself is accurate and complete.

- II. "Parity" Defined: NEVADA shall provide services to CLEC that, for any relevant period of measurement, have substantially the same characteristics of timeliness and performance as NEVADA provides at retail and, for such purpose, those services shall be deemed to have substantially the same characteristics for any population of thirty (30) or more observations if it has the same statistical distribution at the 90% confidence interval. Service Parity is achieved when NEVADA's service performance, as defined by the designated comparable measures, is within 1.65 standard deviations (90% confidence level) of the average retail performance for the equivalent retail product or service, subject to the definitions contained within this Attachment 17. The calculation of 1.65 standard deviations will be based on the most recent two full calendar quarters of actual performance and revised quarterly. As used in the preceding sentence, NEVADA's "average retail performance for the equivalent retail product or service" shall be calculated using all available observations of NEVADA performance, rather than any form of sampling. "NEVADA's service performance" for CLEC shall, similarly, be calculated using all available observations. Average

performance will be measured and reported monthly for each comparable measure. Performance credits will apply when performance is not at parity.

Service Parity applies to the comparable measures only; other agreed to performance measures will be based on specified service measurements.

### III. Applicability of Other Rates, Terms and Conditions

This appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

Section A

A.1 Provisioning Performance Measurements

1. % Installation Appointments Commitment Met

Definition:

This measures how well NEVADA fulfilled the due date commitment received on the Firm Order Commitment (FOC) for each service order. (e.g., The due date is 4/01/96 am, service is installed and the order is completed 4/01/96 am). This measure excludes disconnect order types.

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates.

$\frac{\text{Total number of orders completed on time}}{\text{Total number of orders completed}} \times 100$
--------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly, and sorted by business, residence, ISDN, and trunks .

NEVADA agrees to further sort results by service order activity type if capability is reasonably available.

2. % Trouble Reports Within 30 Days

Definition:

This measures the number of trouble reports that occur within the first 30 days of service installation (e.g., Service is installed on 4/01/96, a trouble is reported on 5/01/96).

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates.

$\frac{\text{Total number of installations with trouble reported within 30 days from compl.}}{\text{Total number of service orders completed}} \times 100$
------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly, and sorted by Business, Residence, ISDN, and trunks.



3. Installation Intervals

Definition:

This measures whether the average interval quoted to complete CLEC initiated service orders is at parity with average intervals quoted to NEVADA's retail customers.

Measures total interval from point at which NEVADA receives an order for service/features and ending when service order is installed and complete. To be measured and sorted by the following order types:

	Field work required	No Field work required	Features only
Business			
Residence			
ISDN			

Method of Calculation:

NEVADA will provide the average due date intervals quoted to its retail customers compared to the average due date intervals quoted to CLEC local.

Reporting Period:

Monthly

4. Firm Order Confirmation (FOC) or Rejects Received in <4 Hours (Pre Electronic Interface)

Definition:

This measures the frequency the supplier sends a FOC or rejects within the specified timeframe of 4 hours. (e.g., Service order sent on 4/01/96 at 10:00 am, FOC sent no later than 4/01/96 at 1:59 PM.) This measurement is applicable in a pre Electronic Interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of FOC's or Rejects returned in <4 Hours}}{\text{Total Number of FOC's or Rejects to be returned}} \times 100$
------------------------------------------------------------------------------------------------------------------------------------------

Report Period:

Monthly

5. Firm Order Confirmation (FOC) or Rejects Received in <15 Seconds (Post EI)

Definition:

This measures the frequency the supplier sends a FOC or rejects within the specified timeframe of 15 seconds. (e.g., Service order sent on 4/01/96 at 10:00:00 am, FOC sent no later than 4/01/96 at 10:00:15 AM.) This measurement is applicable in a post Electronic Interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of FOC's or Rejects returned in <15 Seconds}}{\text{Total Number of FOC's or Rejects to be returned}} \times 100$
---------------------------------------------------------------------------------------------------------------------------------------------

Report Period:

Monthly

6. Firm Order Confirmation, Rejects, and Jeopardies Quality - % Accurate and Complete

Definition:

This measures the accuracy and completeness of FOCs, rejects, and jeopardies returned to CLEC.

Method of Calculation:

$\frac{\text{Total Number of FOCs, Rejects, and Jeopardies returned accurately and complete < 4 hours}}{\text{Total Number of FOCs, Rejects, and Jeopardies to be returned for the month}} \times 100$
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

7. Notification of Migration from CLEC to Other LSP - % On Time

Definition:

This measures the timeliness of migration notifications to CLEC.

Method of Calculation:

Measurements will be calculated by Business, Residence, ISDN, and LINKS.

$\frac{\text{Total Number of Migration Notifications returned } \leq 16 \text{ Business Hours}}{\text{Total Number of Migration Notifications returned for the month}} \times 100$
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly, and sorted by Business, Residence, ISDN, and LINKS.

8. Speed of Answer (a) and (b)

Definition:

This measures the speed at which the supplier answers the phone when CLEC calls for a telephone number (TN) assignment and street address validation, etc. (e.g., If CLEC calls at 10:01:10, the supplier should pick-up the phone no later than (a)10:01:30, and (b)10:01:40.

Method of Calculation:

(a)	<u>Number of times the phone was answered in &lt;20 seconds</u>	
	Total number of calls received	x 100
(b)	<u>Number of times the phone was answered in &lt;30 seconds</u>	
	Total number of calls received	x 100

Reporting Period:

Monthly

9. Requests for Assignment of Telephone Numbers Returned Immediately (Post EI)

Definition:

This measures the timeframe it takes to provide CLEC with telephone number assignments on demand. This measurement is applicable in a post electronic interface (Gateway) environment.

Method of Calculation:

<u>Number of Times when Telephone Numbers were Provided on the</u>	
<u>Initial Call ≤ 2 sec.</u>	
Total Number of Requests for Telephone Numbers	x 100
<u>Number of Times when Telephone Numbers were Provided on the</u>	
<u>Initial Call ≤ 5 sec.</u>	
Total Number of Requests for Telephone Numbers	x 100

Reporting Period:

Monthly

10. Requests for Telephone Numbers Returned Immediately (Pre EI)

Definition:

This measures the timeframe it takes to provide CLEC with telephone number requests on demand. This measurement is applicable in a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Number of Times when Telephone Numbers were Provided on the Initial Call.}}{\text{Total Number of Requests for Telephone Numbers}} \times 100$
-------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

11. Requests for >30 Telephone Numbers

Definition:

As a measurement of comparable service this metric will be at parity with NEVADA's retail service. This measures the timeframe it takes to provide CLEC with more than 30 telephone number requests. Ranges of telephone numbers and associated timeframes to be defined by NEVADA.

Method of Calculation:

$\frac{\text{Number of Times when Telephone Number were Provided by Close of Business on Next Business Day}}{\text{Total Number of Requests for More than 30 Telephone Numbers}} \times 100$
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

12. Timeliness of Providing Pre-Order Information (Post EI)

Definition:

This measures the timeframe it takes to provide CLEC with Customer Service Records (CSR), due date reservation, feature function availability, facility availability, street address validation, and appointment scheduling. This measurement is applicable in a post electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Pre-Order Information Received } \leq 2 \text{ Sec.}}{\text{Total Pre-Order Information Requests}} \times 100$
$\frac{\text{Pre-Order Information Received } \leq 5 \text{ Sec.}}{\text{Total Pre-Order Information Requests}} \times 100$

Reporting Period:

Monthly

13. Requests for Customer Service Records (CSR) (Pre EI) (smaller volume orders)

Definition:

Measures the percent of Customer Service Records sent to CLEC within the specified number of hours after receiving the request. This measurement applies to less than seven (7) Basic Exchange lines billed under one number and less than seven (7) Centrex lines or seven (7) PBX trunks, or seven (7) ISDN lines, billed under one number. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks and ISDN), Residence and LINK. This measurement is applicable in a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Number of CSRs received <X* Hours}}{\text{Total Number of Requests for CSR}} \times 100$
-------------------------------------------------------------------------------------------------------

\* During the first 30 days from the date of CLEC's first live order, the measurement will be CSRs received by CLEC in less than 8 business hours after CLEC's request. From then on, the measurement will be CSRs received by CLEC in less than 4 business hours after CLEC's request.

CSRs will be provided via facsimile or Federal Express, at CLEC's option. The measurement begins when NEVADA receives CLEC's request and ends when CLEC receives the CSR from NEVADA, as documented by the time stamp on the facsimile or Federal Express envelope.

Reporting Period:

Monthly, sorted by Business (business includes Single and Multi-line, Centrex, PBX Trunks and ISDN), and Residence.

14. Requests for Customer Service Records (CSR) (Pre EI) (7 lines or greater)

Definition:

Measures the percent of Customer Service Records sent to CLEC within 16 business hours of receiving the request. This measurement applies to requests for CSRs exceeding the volumes specified above in paragraph 13. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks and ISDN, Residence and LINK. This measurement is applicable in a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Number of CSRs received <16 business Hours}}{\text{Total Number of Requests for CSRs}} \times 100$
-----------------------------------------------------------------------------------------------------------------

CSRs will be provided via facsimile or Federal Express, at CLEC’s option. The measurement begins when NEVADA receives CLEC’s request and ends when CLEC receives the CSR from NEVADA, as documented by the time stamp on the facsimile or Federal Express envelope.

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks and ISDN) and Residence.

15. Local PIC Change - % On Time

Definition:

This measures the timeliness of processing primary interexchange carrier (PIC) changes.

Method of Calculation:

$\frac{\text{Total Number of PIC Changes Completed Within 24 Hours}}{\text{Total Number of PIC Change Requests}} \times 100$
------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

16. % Service Order Completion On Time (Post EI)

Definition:

This measures the timeliness of Service Order Completion Notifications. Completion Notifications are to be received by CLEC within 30 minutes of completion. This measurement is applicable to a post electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of Completions Received within 30 minutes of completion}}{\text{Total Number of Completions Received}} \times 100$
----------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

17. % Service Order Completion On Time (Pre EI)

Definition:

This measures the timeliness of Service Order Completion Notifications. Completion Notifications are to be received by CLEC within 12 business hours of

completion. This measurement is applicable to a pre electronic interface (Gateway) environment.

Method of Calculation:

$\frac{\text{Total Number of Completions Received within 12 Business Hours of completion}}{\text{Total Number of Completions Received}} \times 100$
-----------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

18. Notice of New or Change in Availability of Service Offerings

Definition:

Measures the amount of advance notice provided to CLEC announcing new service offerings or changes in availability of service offerings prior to the effective date. Includes the introduction or discontinuance of any features.

Method of Calculation:

$\frac{\text{Total Number of Notifications Received within 60 days Prior to Effective Date}}{\text{Total Number of New/Changes Effective within 60 days Prior to Effective Date}} \times 100$
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Quarterly, results reported within ten (10) business days from the last day of the Report Period.

19. Forecasting

Definition:

Measures the accuracy of forecasted volumes of Link, or Residence, Business (includes PBX trunk and ISDN) resale lines.

Method of Calculation:

$\frac{\text{Total Number of Forecasted Volumes of Lines}}{\text{Total Number of Actual Lines Ordered}} \times 100$
---------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly, and sorted by Business (business includes Centrex, ISDN and PBX trunks) and Residence and Link.

## **A.2 Maintenance Performance Measurements**

(Measurements on Maintenance shall include incidents resulting in a “test O.K.” report but shall exclude incidents in which the NEVADA network is “proven out” or excluded as the cause of the trouble)

2/3/98



1. Repair Bureau Availability

Definition:

Measures the percentage of scheduled time that the Access Provider Repair Bureau (or the Electronic Bonding process) is in operation. Scheduled time is 7 days a week, 24 hours per day, 365 days per year.

Method of Calculation:

$\frac{\text{Total number of hours per month that either the Nevada work center or EBI is unavailable}}{\text{Total Number of hours per month}} \times 100$
-------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

2. Speed of Answer

Definition:

Measures Nevada's speed of answering trouble reports sent by CLEC via a telephone call.

Method of Calculation:

$\frac{\text{Number of call per month answered within "X" seconds}}{\text{Number of calls per month from CLEC to Supplier}} \times 100$ <p style="text-align: center;"><i>Report where "x" = 20 seconds and where "x" = 30 seconds</i></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

3. % Appointments Met

Definition:

This measures how well NEVADA fulfilled the due date and time commitment to resolve and close a trouble condition reported by CLEC. True commitments, or estimates of time-to-restore (ETTR), should always be given by NEVADA.

Method of Calculation:

$\frac{\text{Number of times trouble was resolved within the ETTR}}{\text{Number of times ETTR was required}} \times 100$
---------------------------------------------------------------------------------------------------------------------------

This metric will be at parity with services NEVADA offers to itself and its affiliates.

Reporting Period:

Monthly, and sorted by Business (business includes Centrex, ISDN and PBX trunks) and Residence.

4. Time To Restore - Out Of Service (OOS) - Visit (Dispatch) Required

Definition:

Measures the distribution of time required to restore service with the condition that the customer is out of service (OOS) and a dispatch is required. The time to restore is measured from the time NEVADA provides CLEC with a trouble ticket number until NEVADA notifies CLEC of trouble clearance or end-user restoral.

Method of Calculation:

$\frac{\text{Total Number of OOS/Dispatch Required Resolved } \leq 4 \text{ Hours}}{\text{Total Number of OOS/Dispatch Required Referrals}} \times 100$
$\frac{\text{Total Number of OOS/Dispatch Required Resolved } \leq 8 \text{ Hours}}{\text{Total Number of OOS/Dispatch Required Referrals}} \times 100$
$\frac{\text{Total Number of OOS/Dispatch Required Resolved } \leq 16 \text{ Hours}}{\text{Total Number of OOS/Dispatch Required Referrals}} \times 100$

Reporting Period:

Monthly

5. Time To Restore - Out of Service (OOS) - No Visit (Dispatch) Required

Definition:

Measures the distribution of time required to restore service with the condition that the customer is out of service and a dispatch is not required. The time to restore is measured from the time NEVADA provides CLEC with a trouble ticket number until NEVADA notifies CLEC of trouble clearance or end-user restoral.

Method of Calculation:

<u>Total Number of OOS/No Dispatch Required Resolved ≤ 2</u> <u>Hours</u>	
Total Number of OOS/No Dispatch Required Referrals	x 100
<u>Total Number of OOS/No Dispatch Required Resolved ≤ 3</u> <u>Hours</u>	
Total Number of OOS/No Dispatch Required Referrals	x 100
<u>Total Number of OOS/No Dispatch Required Resolved ≤ 4</u> <u>Hours</u>	
Total Number of OOS/No Dispatch Required Referrals	x 100

Reporting Period:  
 Monthly

6. Time To Restore - Other/Service Degradation/Feature Problems

Definition:

Measures the distribution of time required to restore a customer's full features, functionality, and performance with the condition that the customer is not out of service.

Method of Calculation:

<u>Total Number of Other Service Troubles Resolved ≤ 24 Hours</u>	
Total Number of Other Service Trouble Referrals	x 100

7. Network Event / Emergency Network Outage Notification

Definition:

A Network Event/Emergency Network Outage is defined as all category 1 equipment and/or facility failures as enumerated in Attachment 12, Appendix A.

Method of Calculation:

<u>Number of Notifications Received within one hour</u>	
Number of Category 1 Network Events	x 100

Reporting Period:  
 Monthly

8. Status Call to CLEC

Definition:

- (a) If a commitment of a trouble restoral is missed, NEVADA shall call CLEC regarding the miss. A new commitment date and time should be given at this time.
- (b) Status on a trouble while it is being fixed (i.e., progress information) will be asked of NEVADA by CLEC.

Method of Calculation:

$\frac{\text{Total Number of Times Status Met Measurement Criteria}}{\text{Total Number of Opportunities for Status Required}} \times 100$
<p><u>Measurement Criteria</u></p> <ol style="list-style-type: none"> <li>1. <i>Notification provided within 1 hour of missed restoral.</i></li> <li>2. <i>Status on a current trouble report given immediately upon request.</i></li> <li>3. <i>Status on a restoration reported within 10 minutes of restoral</i></li> </ol>

Reporting Period:

NEVADA agrees this to be a valid measurement; however, NEVADA is unable to track an accurate measurement internally without performing an audit at this time.

At CLEC’s request, an Audit will be conducted covering a mutually agreed-upon timeframe (Maximum Audit Requests - Once Within a 12-Month Period).

9. % Repeat Troubles within 30 Days

Definition:

The repeat rate includes troubles received on the same telephone line within the current plus previous report month. Any time a customer reports two or more troubles on the same telephone line, this will be considered one repeat.

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates. Subsequent trouble reports on the same line are not included in this calculation.

$\frac{\text{Number of telephone lines reporting } \geq 2 \text{ troubles in the previous 30 days}}{\text{Number of troubles in the previous 30 days}} \times 100$
<p>Count those troubles with a second trouble ticket coded out as Came Clear (CC), Central Office (CO), Facility (FAC), or Station (STA) that follow an initial ticket coded out as any Found or Non Found disposition.</p>

Reporting Period:

Monthly, and sorted by business, residence, ISDN, and trunks.

10. Troubles per 100 Lines

Definition:

The metric measures the number of troubles per 100 lines per month.

Method of Calculation:

This metric will be at parity with services NEVADA offers to itself and its affiliates.

$\frac{\text{Number of troubles per month}}{\text{Number of Lines}} \times 100$ <p><i>Exclude troubles caused by Customer Education</i></p>
---------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly, and sorted by business, residence, ISDN, and trunks.

### A.3 Directory Assistance Performance Measurements

1. System Availability (Voice)

Definition:

Measures availability of the Directory Assistance Voice (DA) system. Scheduled availability is twenty-four hours a day, seven days a week.

Method of Calculation:

$\frac{\text{Number of hours per month that the DA System is unavailable.}}{\text{Total Number of Hours Per Month (24 hrs per day, 7 days per week)}}$
--------------------------------------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

2. % Notification of Outages

Definition:

Measures timeliness of notification to CLEC of any outage and blockage in the Directory Assistance (DA) Network.

Method of Calculation:

$\frac{\text{Number of Outage Notifications made within 15 minutes}}{\text{Number of Outages}} \times 100$
------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

3. Outage Notification Interval Definition

Definition:

Measures timeliness of NEVADA's submission in writing to its regional CLEC Customer Connectivity Performance Management contact of notice of any major outages or blockages in the NEVADA Assistance (DA) access network. The following specific information is required:

- Numbering Plan Areas (NPAs) affected
- Date and time of outage/blockage
- Length of outage/blockage
- Root cause of outage/blockage
- Gap Closure plan

Method of Calculation:

$\frac{\text{Number of Outage notifications within 2 Business Days}}{\text{Number of Outages}} \times 100$
------------------------------------------------------------------------------------------------------------

4. Restoral Status Interval (Voice)

Definition:

Measures timeliness of NEVADA's notification to the CLEC Operations Center of the prospects for service restoral on a proactive basis.

Method of Calculation:

$\frac{\text{Number of Restoral Notifications Made Within 30 minutes of Request}}{\text{Number or Restorals}} \times 100$
---------------------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

5. Restoral Notification Interval (Voice)

Definition:

Measures timeliness of NEVADA's notification to the CLEC RNOG after DA service is restored.

Method of Calculation:

$\frac{\text{Number of Restoral Notifications Made Within 15 minutes}}{\text{Number or Restorals}} \times 100$
----------------------------------------------------------------------------------------------------------------

Reporting Period:

Monthly

6. Time to Answer (Voice)

Definition:

Time to Answer (TTA) is defined as the time the customer's call is received in NEVADA's DA switch to the time the call is attached to the DA Operator's position. The measurement should be determined for the complex or base unit, except where NEVADA's DA is a single DA Bureau served by NEVADA's DA switch.

- |                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. 85% or more of calls answered in 12 seconds.</li> <li>2. For VRU service, 100% of calls answered within 2 seconds</li> </ol> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Reporting Period:

Monthly

### **A.4 Local Wholesale Billing Performance Measurements**

The Performance Measurements in this Section A.4 are under further development, by mutual agreement, and will be included in the separate Pre-Bill Certification Operating Agreement. Until the Long Term Operating Agreement is in place, a jointly agreed upon manual process will be in place to provide Wholesale Bill financial assurance.

For services that are billable through systems other than CABS (i.e. CENTREX and/or ISDN may require CRIS billing), the Performance Measurements for billing will be established with the implementation of those services.

As CLEC and Pacific Bell develop new or modified measurements for Local Wholesale Billing, the Parties shall meet and confer to determine whether to adopt comparable measurements.

1. Timeliness of Mechanized Local Bill Delivery

Definition:

Measures timeliness of delivery of mechanized bills. (Count begins first day after bill date).

Method of Calculation:

$\frac{\text{\# of mechanized bills received within ten days}}{\text{\# of mechanized bills processed}} \times 100$
---------------------------------------------------------------------------------------------------------------------

2. Timeliness of Local Service Order Billing

Definition:

Measures the number of local service orders billed within the current bill cycle.

Method of Calculation:

Calculation will be based on a statistically valid sample of billed orders.

$\frac{\text{Number of local orders billed in correct bill cycle}}{\text{Total Service Orders}} \times 100$
-------------------------------------------------------------------------------------------------------------



3. Accuracy of Mechanized CABS Bill Format

Definition:

Measures the percentage of mechanized bills that pass CLEC's validation edit process the first time.

Method of Calculation:

$\frac{\text{Number of accurately formatted CABS Mechanized Bills}}{\text{Total number of CABS mechanized bills}} \times 100$
-------------------------------------------------------------------------------------------------------------------------------

4. Financial Accuracy of Local Other Charges & Credits Billing

Definition:

NEVADA renders accurate Local Other Charges & Credits billing.

Method of Calculation:

Calculation will be based on a statistically valid sample of OC&C charges.

$\frac{100 - \text{Total Estimated Net Consequences } \$ (\text{OC\&C REC} + \text{NRC})}{\text{Total Net OC\&C Billed } \$} \times 100$
------------------------------------------------------------------------------------------------------------------------------------------

5. Timeliness of Correction/Adjustment Dollars

Definition:

Measures the number of adjustments corrected within the agreed upon timeframes.

Method of Calculation:

$\frac{\text{Errors Corrected in agreed upon timeframe}}{\text{Total Errors}} \times 100$
-------------------------------------------------------------------------------------------

6. Bill Period Closure

Definition:

Measures the review of each bill within agreed upon time frames.

Method of Calculation:

No Formula Needed
-------------------

## **A.5 Usage Data Transfer Performance Measurements**

### **General Description:**

NEVADA will provide Local Usage Information detail in an accurate timely manner. The format and content is described in the Bellcore EXCHANGE MESSAGE RECORD (EMR) document in effect as of the Effective Date of this Agreement and the CLEC Local Resale Data Transfer Requirements.

Because these processes are new, CLEC and NEVADA agree to jointly review and revise these performance measurements as Local Resale is fully implemented to ensure that:

- the processes are stabilized and that agreed upon in-service volumes are met,
- comparative measures of parity with NEVADA's retail processes are established, where appropriate,
- the standards reflect elements required by CLEC to bill end users,
- an accurate baseline using some historical data for resale is in place.

### 1. % Timeliness

#### Definition:

NEVADA will mechanically transmit, via CONNECT:Direct, all available usage records to CLEC's Message Processing Center once a day, Monday through Friday, or as negotiated.

CLEC and/or NEVADA's Data Center Holidays are excluded. CLEC and NEVADA will exchange schedules of designated holidays.

By DATE TBD , NEVADA and CLEC will jointly audit, review, and agree on comparative measures of timeliness; i.e. a measure of parity between the methods used to provide usage data to NEVADA's retail billing and the methods used to process CLEC's usage data to CLEC. In-service thresholds will be determined using accepted statistical algorithms.

The benchmarks for timeliness will be established based on CLEC's Local Market Entry (LME) date and will commence as required for Service Readiness Testing (SRT) and/or Market Readiness Testing (MRT).

#### Reporting Period:

Monthly

2. % Accuracy

Definition:

NEVADA will provide Recorded Usage Data in the format and with the content as defined in the Bellcore document. These measures relate only to Unbillable unrated local and local toll messages due to critical edit failures (format errors).

Method of Calculation:

$\frac{\text{Total Number of Unrated Local Messages Transmitted Correctly}}{\text{Total Number of Unrated Local Messages Transmitted}} \times 100$
----------------------------------------------------------------------------------------------------------------------------------------------------

Note: No comparative measure applies.

Reporting Period:

Monthly

3. % Error Free Data Packs

Definition:

NEVADA will initiate and transmit all packs that are error free in the format agreed, as defined in the CLEC Local Resale Requirements.

Method of Calculation:

$\frac{\text{Number of File Received}}{\text{Number of Files Sent}} \times 100$
---------------------------------------------------------------------------------

Note: Joint review of performance and value for this standard will be done after six months from the Effective Date.

Reporting Period:

Monthly

4. % Recorded Usage Data Error Resolved

Definition:

Measures accuracy and completeness of the Recorded Usage Data NEVADA transmits to CLEC. The level of detail includes but not limited to: detail required to Rating the call, Duration, Correct Originating/Terminating information, etc. The error is reported to NEVADA as a Modification Request (MR). Performance is measure at two levels--Severity 1 or Severity 2.

Method of Calculation:

*Severity 1. Includes messages that are bill affecting and represents 1% of the current customer base. Contact to be made by telephone.*

$\frac{\text{Number of Severity 1 MR's fixed } \leq 24 \text{ Hours}}{\text{Number of Severity 1 MR's}} \times 100$
---------------------------------------------------------------------------------------------------------------------

Note: 100% of All Severity 1 MR to be fixed within 5 days

*Severity 2: Non-bill affecting errors. Contact may be by phone, fax, e-mail, etc.*

$\frac{\text{Number of Severity 2 MR fixed } \leq 3 \text{ days}}{\text{Number of Severity 2 MR}} \times 100$
---------------------------------------------------------------------------------------------------------------

Note: 100% of All Severity 2 MR to be fixed within 10 days

5. % Inquiries Responsiveness

Definition:

Measures timeliness of NEVADA's response to usage inquiries. Measurement criteria is response within 24 hours of CLEC request for information, Monday through Friday. Severity 1 MR will be responded to on a seven day a week basis. CLEC will receive continuous status reports until the request for information is satisfied.

Method of Calculation:

$\frac{\text{Number of Billing Inquiries Responded to 24 Hours}}{\text{Number of Billing Inquiries}} \times 100$
------------------------------------------------------------------------------------------------------------------

## A.6 Network Performance Measurements

1. Metric: Switched Service Disruption

Market:

All switched services

Measurement:

Number of occurrences in which blocking of call attempts from end user location  $\geq$  50% for  $\geq$  30 minutes.

Description:

Tracks the occurrence of significant service degradation at an end user location because of network difficulties or competition for limited resources due to NEVADA responsible equipment, facility, software, or human/process error.

Reporting Period:

Monthly

2. Metric: Network Event

Market:

All switched services

Measurement:

Number of occurrences of 5000 or more blocked call attempts within 10 minutes.

Description:

Tracks the occurrence of significant service degradation to multiple customers because of network difficulties or competition for limited resources due to NEVADA responsible equipment, facility, software, or human/process error.

Reporting Period:

Monthly

3. Metric: Blocked Calls

Market:

All switched services

Measurement:

1. Percentage of Local Exchange and IntraLATA Toll calls blocked (NID to NID).
2. Percentage of Interexchange Access/Egress calls blocked (NID to POP).

Description:

Tracks the fraction of call origination attempts denied service because of competition for limited resources within the network due to NEVADA responsible equipment, facility, software, or human/process error.

Reporting Period:

Monthly

4. Metric: Blocked Dial Tone

Market:

All switched services

Measurement:

Percentage of Blocked Dial Tone during average busy season busy hour (ABSBH).

Description:

Tracks the fraction of call origination attempts experiencing greater than 3 seconds of delay in receiving dial tone after going off hook.

Reporting Period:

Monthly

5. Metric:

Signaling Control Points (SCPs)/Databases availability.

Market:

All switched services

Measurements:

SCPs/Databases unavailability reported on an annualized basis as minutes per. Percentage of CLEC customer records updated in databases within 24 hours.

Description:

Tracks the availability of Signaling Control Points (SCPs) and database content to enable call completion and provide enhanced feature treatment when applicable e.g. CLASS features (caller ID, auto call-back, etc.), billing and calling card information, 800 service, etc.

Reporting Period:

Monthly

6. Metric: Line Information Database (LIDB) Accuracy

Market:

All switched services

Measurements:

2/3/98

Percentage Reply Rate to all query attempts.  
Percentage Query time-out at LIDB.  
Percentage Unexpected data values in replies for all queries.  
% of queries return a missing customer record.

Description:

Tracks the performance of the Line Information Database (LIDB) to provide billing and calling card information when applicable e.g. customer line allows 3rd party billing, calling card number is valid, etc.

Reporting Period:

Monthly

**ATTACHMENT 18**  
**INTERCONNECTION**



## **LOCAL INTERCONNECTION TRUNK ARRANGEMENTS**

### **1. General**

The Parties will establish Local Interconnection Trunks to exchange local and intraLATA toll traffic. All Local Interconnection Trunk Groups established directly with the other Party's network including facilities and Points of Interconnection ("POIs") will conform with Section 1 of this Attachment. All traffic exchanged over Local Interconnection Trunk Groups is subject to the terms and conditions of this Agreement. Neither Party shall terminate Switched Access traffic over Local Interconnection Trunks. Separate two-way Meet Point trunks will be established for the joint provisioning of Switched Access traffic. Local Interconnection will be provided via two-way trunks unless both Parties agree to implement one-way trunks on a case-by-case basis.

Wherever a tariffed rate is cited or quoted, it is understood that said cite incorporates any changes to said tariffs as required by the Act.

#### **1.1 Interconnection in LATA 720**

- 1.1.1. The Parties will establish a Local Interconnection Trunk Group with NEVADA's Access Tandem. Currently only one (1) Access Tandem is deployed in LATA 720. The Parties agree that direct trunking to an end office from either Party's end office or Access Tandem is permitted under the terms of this section.
- 1.1.2. In addition to the tandem interconnection described above, either Party may establish end office-to-end office or end office-to-tandem or tandem-to-tandem trunk groups. In the case of host-remote end offices, such interconnection shall occur at the location of the host or remote, at the option of the Party deploying the host-remote end office.
- 1.1.3. CLEC and NEVADA agree to interconnect their networks through existing and/or new facilities between CLEC end offices and/or Access Tandem, and the corresponding NEVADA end office and/or NEVADA's Access Tandem set forth in Appendix A. The Parties will establish logical trunk groups referencing the appropriate CLC Central Office or CLEC Routing Point and NEVADA Central Office. In addition, where necessary, and as mutually agreed to, the Parties will define facilities between their networks to permit trunk group(s) to be established between the points listed in Appendix A. CLEC has initially populated Appendix A. Either Party may populate Appendix A further under Section 1.1.4 below.

1.1.4. Nothing in the foregoing restricts either Party from ordering and establishing CLEC/ NEVADA Local Interconnection Trunk Groups in addition to the initial combinations described above. Amendment to Appendix A may be made by either Party, upon 30 days written notice and acceptance by the other Party. Acceptance will not be unreasonably withheld. Such amendments may be made without the need to renegotiate the terms of the rest of this Attachment.

1.2. **Interconnection in LATA 721.**

At CLEC's request for interconnection in LATA 721, the Parties agree to meet and negotiate in good faith to reach agreement on interconnection arrangements in LATA 721. However, both Parties recognize that the Act places an equal burden on each party to facilitate the interconnections between NEVADA and CLEC.

1.3. **Single POI Model**

For each interconnection between the Parties for the exchange of local, intraLATA toll, and meet point Switched Access traffic, the Parties agree that CLEC will designate a single Point of Interconnection between any two switching entities.

1.4. **Sizing and Structure of Interconnection Facilities.**

1.4.1. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning and forecasting meetings. The interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion Line Code or Superframe Format Framing. DS3 facilities will be optioned for C-bit Parity.

1.4.2. When interconnecting at NEVADA's tandem, the Parties agree to establish Bipolar 8 Zero Substitution Extended Super Frame ("B8ZS ESF") two-way trunks, where technically feasible, for the purpose of transmitting 64K CCC data calls. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech" unless all available non-64K Clear Channel Capable ("CCC") circuits are busy. If all such circuits are busy, The Parties agree to use network management control (including, *inter alia*, rerouting to 64K CCC trunk groups) pursuant to Section 12 of this Attachment, to relieve network congestion temporarily. Where

additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLC, or NEVADA internal customer demand for 64K CCC trunks.

1.4.3. When interconnecting at NEVADA's digital end offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups and Meet Point Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

1.5. **Combination Interconnection Trunks.**

1.5.1. The Parties agree to work cooperatively to combine all functionalities of Local Interconnection Trunk Groups and Meet Point Trunk Groups on a single Combination Interconnection Trunk Group at any feasible Point Of Interconnection which CLEC designates.

1.5.2. The Parties agree to make the initial decision as to whether the use of Combination Interconnection Trunk Groups is feasible, including a determination of switched software compatibility, ordering procedures and billing procedures, no later than four months from the effective date of this Agreement.

1.5.3. If the Parties find the use of Combination Interconnection Trunk Groups not to be feasible at that time, the Parties will undertake a review of such feasibility and a further decision on the use of Combination Interconnection Trunk Groups at six month intervals, at either Party's option, through the term of the Agreement.

1.5.4. Until the Parties find Combination Interconnection Trunk Groups to be feasible, Local Interconnection will be provided via one-way and/or two-way trunks.

1.5.5. Whenever the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:

- a) Any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and
- b) The Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection

Trunk Groups and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within six months from that time.

1.6. **Signaling Protocol**

The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. Either Party may establish CCS interconnections either directly and/or through a third party. Whether direct or by third party, CCS interconnection shall be pursuant to PUB L-780023-PB/NB and in accordance with the rates, terms and conditions of the Parties' respective tariffs. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored. The Parties will interconnect their networks using SS7 signaling as defined in PUB L-780023 PB/NB Issue 3 or later.

1.7. **Transit Signaling**

CLEC may choose to route SS7 signaling information (e.g., ISUP, TCAP) from CLEC's signaling network to another carrier's signaling network via NEVADA's signaling network for the purpose of exchanging call processing and/or network information between CLEC and the other party's network, whether or not NEVADA has a trunk to the terminating switch, provided that, where NEVADA does not have such a trunk, CLEC furnishes NEVADA through the "CCS\SS7 Interconnect Questionnaire" the necessary information, including:

- 1.7.1. the destination point codes ("DPCs") of all the switches to which CLEC wishes to send transit signaling;
- 1.7.2. the identity of the STPs in NEVADA's network in which each DPC will be translated;
- 1.7.3. the identity of the STPs in the other signaling network to which such transit signaling will be sent; and
- 1.7.4. a letter from the other party authorizing NEVADA to send such signaling messages.
- 1.7.5. The rates for Transit Signaling are as specified in Attachment 8.

- 1.8. Either Party may opt at any time to terminate, i.e., overflow, to the other Party some or all local exchange traffic and intraLATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Either Party may otherwise purchase these Switched Access Services from the other Party subject to the rates, terms and conditions specified in its standard intrastate access tariffs.
- 1.9. Each Party shall deliver to the other Party over the Local Interconnection Trunk Group(s) only such traffic which is destined for those publicly dialable NPA NXX codes served by end offices that directly subtend the Access Tandem or to those LECs, CLCs and Wireless Service Providers that directly subtend the Access Tandem.
- 1.10. Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's end office or tandem in accordance with the serving arrangements defined in the LERG.
- 1.11. Where the Parties deliver over the Local Interconnection Trunk Group miscellaneous calls (e.g., time, weather, NPA-555, Nevada 900, Mass Calling Codes) destined for each other, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 1.12. N11 codes (e.g., 611, & 911) shall not be sent between CLEC's and NEVADA's network over the Local Interconnection Trunk Groups.
- 1.13. Maintenance of Service
  - 1.13.1. A Maintenance of Service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:
    - 1.13.1.1. No trouble is found in the interconnection trunks; or
    - 1.13.1.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
    - 1.13.1.3. Trouble clearance did not otherwise require dispatch and, upon dispatch requested for repair verification, the interconnection trunk did not exceed Maintenance Limits.

- 1.13.2. If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
- 1.13.3. Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:
  - i. basic time;
  - ii. overtime; or
  - iii. premium time,as defined for billing by NEVADA in NEVADA's PSCN Tariff No. C, Section 13 and in CLEC's Exchange tariff.

## **2. Third Party Traffic**

- 2.1. NEVADA shall terminate traffic from third-party LECs, CLCs, or Wireless Service Providers delivered to NEVADA's network through an CLEC tandem. Prior to the routing of such traffic, the Parties agree to negotiate the issues of network capacity, forecasting, third-party routing arrangements; information required to satisfy the reporting, auditing and verification requirements including the calculation and verification of PLU. In addition the Parties agree they will require from the underlying LEC, CLC, or WSP the information required to satisfy the forecasting, reporting, auditing and verification requirements including calculation and verification of PLU, as well as the exchange of billing records where requested by the terminating party, herein established for the Parties. The Parties agree to exchange all such information under appropriate non-disclosure agreements. The Parties shall conduct such negotiations in good faith and shall not unreasonably withhold consent to the routing of such traffic.
- 2.2. NEVADA BELL shall complete traffic delivered from CLEC destined to third-party LECs, CLCs or WSPs in the LATA. NEVADA BELL shall have no responsibility to ensure that any third-party LEC, CLC or WSP will accept such traffic.
- 2.3. NEVADA shall accept, from any third-party LEC, CLC, or WSP in the LATA, traffic destined for an CLEC end office subtending the NEVADA tandem, or a LEC, CLC or WSP subtending CLEC's end office if NEVADA has a provision in an interconnection agreement with such LEC, CLC or WSP permitting such an arrangement.
- 2.4. NEVADA in its role as Designated Carrier for LATA 720, as established by the Nevada PSCN in Docket 86-711, has the responsibility to transport originating and terminating traffic for embedded independent local

exchange carriers under special compensation arrangements. The independent LECs that participate in the Designated Carrier Plan (DCP) are Churchill County Telephone & Telegraph, Continental Telephone Company of Nevada (GTE), C.P. National Corporation (Citizens Telecom), Lincoln County Telephone Company, Humboldt Telephone, and Rural Telephone Company. NEVADA is bound to continue this arrangement until such time as NEVADA has interconnection agreements with all of the embedded ILECs and the NEVADA PSCN agrees to discontinue the DCP. All traffic under this plan is ILEC IntraLATA Toll traffic. Under the DCP, the ILECs bill NEVADA for both originating and terminating access at rates designed to recover their relevant costs. NEVADA does not bill the ILECs any access for originating or terminating their traffic. The ILECs pass the toll revenue associated with their originating traffic to NEVADA as compensation to NEVADA for the transport of their traffic. To meet the requirements of the DCP, CLEC agrees to the following stipulations for compensation as it pertains to both originating and terminating traffic from the participating ILECs.

2.4.1. All traffic for the participating ILECs that transit NEVADA's network will be treated for compensation (rating) as if the call originated or terminated in NEVADA's network, using the methods and rates as defined in 3 below and as specified in Attachment 8. At such time that the DCP is discontinued, this Section 2.4.1. will no longer apply and the compensation and rating defined in Section 3 of this Attachment and as specified in Attachment 8 will be used without exception.

2.4.2. CLEC will not be required to establish an appropriate billing relationship directly with the ILECs for traffic under the DCP. At such time as the DCP is discontinued, CLEC will establish billing relationships as defined in 3.7.2. below.

### **3. Compensation for Call Termination**

3.1. In all cases, resale lines (whether purchased by CLEC or a third party) in NEVADA's switches will be treated in the same manner as NEVADA's end user customers for the purposes of call termination charges.

3.2. For calls that originate from or terminate to an CLEC Local Switching Network Element ("LSNE") purchased from NEVADA, bound for or terminated from a third party LEC, the Parties agree that NEVADA shall make arrangements directly with that third party for any compensation owed in connection with such calls on CLEC's behalf.

- 3.3. NEVADA agrees to bill any facilities-based third party referred to in Section 3.2, above, unless, after thirty (30) days' notice in writing to NEVADA, CLEC requests otherwise. To compensate NEVADA for this service, CLEC agrees to pay \$ .005 (one-half cent) per message.
- 3.4. For calls that originate from a facilities-based third party and terminate to an CLEC LSNE purchased from NEVADA, NEVADA will compensate CLEC on behalf of that third party. For calls that terminate to a facilities-based third party from an CLEC LSNE purchased from NEVADA, NEVADA has agreed to charge CLEC as if the call terminated in NEVADA's network, using NEVADA's rates as described below. In the event CLEC elects not to use NEVADA's billing service described in Section 3.3, above, CLEC shall deal directly with third parties regarding compensation for call termination.
- 3.5. The following compensation terms shall apply in all cases where CLEC purchases NEVADA's LSNE. All prices for LSNE are as specified in Attachment 8 to this Agreement.
  - 3.5.1. For Local intra-switch calls where CLEC has purchased NEVADA's LSNE, the Parties agree to impose no call termination charges on each other. Where the call is:
    - 3.5.1.1. Originated by CLEC's end user customer and completed to a NEVADA customer:
      - 3.5.1.1.1. For use of the local switch:
        - Local Switching Capacity charge at the originating office.
    - 3.5.1.2. Originated by CLEC's end user customer and completed to the customer of a third party carrier (not affiliated with CLEC) using NEVADA's LSNE:
      - 3.5.1.2.1. For use of the local switch:
        - Local Switching Capacity charge at the originating office.
    - 3.5.1.3. Originated by CLEC's end user customer and completed to another of CLEC's end user customers using NEVADA's LSNE:
      - 3.5.1.3.1. For use of the local switch:



- Local Switching Capacity charge at the originating office.
- 3.5.1.4. Originated by a NEVADA customer and terminated to CLEC's LSNE:
- No Local Switching Capacity charge will apply.
- 3.5.1.5. Originated by the customer of a third party carrier (not affiliated with CLEC) using NEVADA's LSNE and terminated to CLEC's LSNE:
- No Local Switching Capacity charge will apply to CLEC.
  - The Local Switching Capacity charge on the originating end will be imposed on the third-party carrier.
- 3.5.2. For Local inter-switch calls where CLEC has purchased NEVADA's LSNE, the Parties agree to impose no call termination charges on each other. Unless otherwise specified, NEVADA's charges will apply to CLEC as described below where the call is:
- 3.5.2.1. Originated from CLEC's LSNE and completed to a NEVADA end user:
- 3.5.2.1.1. For use of the local switch:
- Local Switching Capacity charge at the originating office.
  - A mileage-based transport charge will apply when CLEC uses NEVADA's transport.
- 3.5.2.2. Originated from CLEC's LSNE and completed to the LSNE of a third party carrier (not affiliated with CLEC):
- 3.5.2.2.1. For use of the local switch:
- Local Switching Capacity charge at the originating office.
  - A mileage-based transport charge will apply when CLEC uses NEVADA's transport.
- 3.5.2.3. Originated from CLEC's LSNE and completed to the interconnected network of a third party carrier (not affiliated with CLEC):

3.5.2.3.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport, and mileage shall be measured between the originating office and the POI with the third party's network.

3.5.2.3.2. For call termination:

- Tandem Transit Switching rate if applicable.
- Local Switching Capacity charge at the terminating office. (This charge will not apply if CLEC elects to settle directly with the third-party.)

3.5.2.4. Originated from CLEC's LSNE and completed to CLEC's LSNE:

3.5.2.4.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge will apply when CLEC uses NEVADA's transport.

For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.2.5. Originated by a NEVADA end-user customer and terminated to CLEC's LSNE:

3.5.2.5.1. For use of the local switch:

- Local Switching Capacity Charge at the terminating office.

3.5.2.6. Originated by a customer of a third-party carrier (not affiliated with CLEC) using NEVADA's LSNE and terminated to CLEC's LSNE:

3.5.2.6.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.2.7. Originated by an end-user customer on the interconnected network of a third-party carrier (not affiliated with CLEC) and terminated to CLEC's LSNE:

3.5.2.7.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.2.7.2. For call termination, if CLEC selects the option specified in Section 3.3:

- CLEC charges to NEVADA NEVADA's Local Switching Capacity charge at the terminating office. (These charges do not apply if CLEC elects to settle call termination charges directly with the third party.)

3.5.3. For intraLATA toll calls where CLEC has purchased NEVADA's LSNE:

3.5.3.1. Originated by CLEC's end-user customer and completed to a NEVADA end user customer:

3.5.3.1.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.
- A mileage-based transport charge between the two offices will apply when CLEC uses NEVADA's transport.

3.5.3.1.2. For call termination at the terminating office, Switched Access Charges shall apply as follows:

- Local Switching
- NIC

3.5.3.2. Originated by CLEC's end-user customer and completed to the customer of a third-party carrier (not affiliated with CLEC) using NEVADA's LSNE in a distant end office:

3.5.3.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

- A mileage-based transport charge between the two offices will apply when CLEC uses NEVADA's transport.
- 3.5.3.2.2. For call termination if CLEC elects to have NEVADA pay third party CLC on CLEC's behalf pursuant to Section 3.3:
- Local Switching at the terminating office
  - NIC
- 3.5.3.3. Originated by CLEC's end-user customer and completed to the network of third-party carrier (not affiliated with CLEC) interconnected with NEVADA's network:
- 3.5.3.3.1. For use of the local switch:
- Local Switching Capacity charge at the originating office.
  - A mileage-based transport charge will apply when CLEC uses NEVADA's transport, and mileage shall be measured between the originating office and the POI with the third party's network.
  - Tandem Transit rate (if applicable)
- 3.5.3.3.2. For call termination, if CLEC elects to have NEVADA pay the third party CLC on CLEC's behalf pursuant to Section 3.3:
- Switched Access charges will apply as follows:
    - Local Switching
    - NIC
    - Tandem Switching (if charged by the third party)
- 3.5.3.4. Originated by CLEC's end-user customer and completed to another of CLEC's customers being served through NEVADA's LSNE in a distant office:
- 3.5.3.4.1. For use of the local switch:
- Local Switching Capacity charge at the originating office.

- A mileage-based transport charge between the two offices will apply when CLEC uses NEVADA's transport.

For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.3.5. Originated by a NEVADA customer and terminated to CLEC's end-user customer.

3.5.3.5.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.3.5.2. For call termination CLEC will charge to NEVADA, NEVADA's Switched Access Charges per NEVADA's PSCN Tariff No. C, Section 6 at the terminating office:

- Local Switching
- NIC

3.5.3.6. Originated by the customer of a third-party carrier (not affiliated with CLEC) using NEVADA's LSNE in a distant end office and terminated to CLEC's LSNE:

3.5.3.6.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.3.6.2. For call termination:

- if NEVADA is acting as an agent for the third party CLC CLEC will charge to NEVADA CLEC's Local Switching charge and NIC at the terminating office;
- if NEVADA is not an agent for the originating CLC, CLEC will charge the originating CLC.

3.5.3.7. Originated by a customer on the network of a third-party carrier (not affiliated with CLEC) interconnected with NEVADA's network and terminated to CLEC's LSNE.

3.5.3.7.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

3.5.3.7.2. For call termination:

- if NEVADA is acting as an agent for the third party CLC CLEC will charge to NEVADA CLEC's Local Switching charge and NIC at the terminating office;
- if NEVADA is not an agent for the originating CLC, CLEC will charge the originating CLC.

3.5.4. For intrastate Switched Access calls where CLEC is using NEVADA's LSNE for calls originated from or terminated to an IXC for completion:

3.5.4.1. For calls originated from CLEC's end-user customer to CLEC's own IXC switch (or that of an affiliate) for completion:

3.5.4.1.1 For use of the local switch:

- Local Switching Capacity charge at the originating office.

NEVADA and CLEC (if applicable) will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)

- Local Switching
- NIC (at the originating office)

3.5.4.2. For calls originated from CLEC's end-user customer to an IXC's switch not affiliated with CLEC.

3.5.4.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

NEVADA and CLEC shall charge the IXC for originating Switched Access on a meet point basis per Attachment 13 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the IXC

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the originating office)

3.5.4.3. For calls terminating to CLEC's end-user customer from CLEC's own IXC switch (or that of an affiliate) for completion.

3.5.4.3.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the terminating office)

3.5.4.4. For calls terminating to CLEC's end-user customer from an IXC switch not affiliated with CLEC.

3.5.4.4.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC shall charge the IXC terminating Switched Access on a meet point basis per Attachment 13, Section 4 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the IXC:

- Transport (from the meet point to the end office)
- Local Switching
- NIC (at the terminating office)



3.5.5. For interstate Switched Access calls where CLEC is using NEVADA's LSNE for calls originated from or terminated to an IXC for completion:

3.5.5.1. For calls originated from CLEC's end-user customer to CLEC's own IXC switch (or that of an affiliate) for completion.

For use of the local switch: Local Switching Capacity charge at the originating office.

NEVADA and CLEC will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.5.5.2. For calls originated from CLEC's end-user customer to an IXC's switch not affiliated with CLEC.

3.5.5.2.1. For use of the local switch:

- Local Switching Capacity charge at the originating office.

NEVADA and CLEC shall charge the IXC for originating Switched Access on a Meet-Point basis per Attachment 13 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the IXC:

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.5.5.3. For calls terminating to CLEC's end-user customer from CLEC's own IXC switch (or that of an affiliate) for completion.

3.5.5.3.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC will charge CLEC's IXC affiliate appropriate Switched Access elements on a meet point basis per Attachment 13.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.5.5.4. For calls terminating to CLEC's end-user customer from an IXC's switch not affiliated with CLEC.

3.5.5.4.1. For use of the local switch:

- Local Switching Capacity charge at the terminating office.

NEVADA and CLEC shall charge the IXC for terminating Switched Access on a Meet Point basis per Attachment 13, Section 4 of this Agreement.

Since the parties have chosen the multiple bill single tariff option the appropriate charges are as follows:

Nevada Bell will charge the IXC

- Transport (from the IXC to the meet point)
- Tandem Switching (if applicable)

CLEC will charge the affiliate (if applicable):

- Transport (from the meet point to the end office)
- Local Switching
- RIC
- CCLC

3.6. The following terms apply where CLEC and NEVADA interconnect using their own networks, pursuant to Section I of this Attachment.

3.6.1. The following call termination rates shall apply for intraLATA traffic terminated from CLEC to NEVADA, or from NEVADA to CLEC. CLEC and NEVADA agree to the mutual exchange of Local Calls without explicit compensation (“bill and keep”) where traffic flows between CLEC and NEVADA are in balance, as defined in 3.6.1.1, below. Where such traffic is not in balance, CLEC and NEVADA agree to call termination at the rates set out in 3.6.1.3, below, for that portion of the traffic that is out of balance.

3.6.1.1. The Parties will measure Local Call traffic between them and will use such measure to determine the balance of traffic between them and the compensation due, if any. The Parties will make measurements and report the results to each other on a calendar-quarter basis (*i.e.*, January - March, April-June, July-September, October-December). Each Party will be responsible for the measurement of its originating traffic transmitted to the other. The Parties will undertake traffic measurements on a LATA-Wide basis in each LATA where the Parties interconnect. The Parties

will report measurements to each other no later than the end of the month following the completion of the quarter. The provisions of this Section and of 3.6.1. 2 and 3.6.1.3, below, will not apply until the first full year after the effective date of this Agreement. The reported measurements will determine the requirement for payments, if any, for the subsequent full calendar quarter. In determining whether any amount for call termination is owing under this section, neither Party shall be obligated to pay the other unless, on a LATA-Wide basis, the net usage differential (i.e., the difference between the respective Parties' usage levels, calculated by subtracting the lower total number of minutes of use in a quarter from the higher total number) exceeds the following percentages of the total volume of local traffic exchanged between the Parties in the LATA:

- i. The applicable percentage for 0 to 2,000,000 minutes of use will be 20%;
- ii. The applicable percentage for 2,000,001 through 5,000,000 minutes of use will be 15%;
- iii. The applicable percentage for greater than 5,000,000 minutes of use will be 5%.

3.6.1.2. The Parties agree that any calculation of net usage differential for local traffic volumes less than the percentages set out immediately above shall demonstrate the Parties' traffic to be in balance for purposes of this Section. The Parties will base calculation under this Section on AMA recordings, which shall be made, where possible, in both the originating and terminating Parties' network. The Parties agree to report to each other on a quarterly basis the total monthly local minutes of use each terminates to the other Party.

3.6.1.3. Where the Parties' traffic is not in balance, as determined in the immediately preceding Section, the Party terminating the greater amount of local traffic to the other (the "out-of-balance Party") will pay the other Party, for all the minutes of use in excess of the number of minutes terminated to it by the other Party, call termination rates based on the following rate elements, per minute of use. The out-of-balance Party will continue to make such payments through the end of the quarter in which it is determined that its traffic is no longer out of balance. Upon such a determination, the payments shall cease until the Parties'

traffic is again determined to be out of balance. When traffic exchanged is out of balance, the out-of-balance Party shall pay:

- i. Local Switching Capacity,
- ii. Tandem Switching (where used), and
- iii. Common Transport (where used).

3.6.1.4. Rates specified in Attachment 8 shall apply.

3.6.2. For Local and intraLATA Toll traffic originated by CLEC (or CLCs subtending its network) to NEVADA, CLEC agrees to pay NEVADA the following:

3.6.2.1. Local calls:

Bill and Keep shall apply unless the Parties' traffic is out of balance per Section 3.6.1.1, above. In the latter event, the provisions of Section 3.6.1.3 shall apply.

3.6.2.2. Toll calls

The following rate elements are applicable to intraLATA toll calls, based on NEVADA's intrastate Switched Access rates.

3.6.2.2.1. For common switched transport where NEVADA's tandem is used:

- Fixed - per minute of use.
- Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI, and the NEVADA end office routing point.
- Tandem Switching.

3.6.2.2.2. Local switching

3.6.2.2.3. NIC

3.6.3. For Local and intraLATA Toll traffic originated from NEVADA to CLEC, NEVADA agrees to pay CLEC the following:

3.6.3.1. Local calls

Bill and Keep: shall apply unless the Parties' traffic is out of balance per Section 3.6.1.1. above. In the latter event, the provisions of Section 3.6.1.3. shall apply.

### 3.6.3.2. Toll calls

The following rate elements from CLEC's intrastate Access tariff will apply when a toll call routes over Local Interconnection Trunk Groups:

- 3.6.3.2.1. For common switched transport where CLEC's tandem is used:
- Fixed - per minute of use.
  - Variable - per mile per minute of use. Mileage shall be calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI, and the CLEC end office or CLEC routing point.
  - Tandem Switching
- 3.6.3.2.2. Local Switching
- 3.6.3.2.3. NIC

### 3.7. Tandem Transit Switching rate:

Tandem Transit Switching rate shall be equal to the Tandem Switching rate plus two times the Common Transport Fixed rate element as specified in Attachment 8.

3.7.1. The transit rate provides for Access Tandem switching when either Party uses the other Party's Access Tandem to originate a call to a third party such as another LEC, CLC, or Wireless Service Provider.

3.7.2. If either Party receives a call through the other Party's Access Tandem that originates from another LEC, CLC or wireless service Provider, the Party receiving the transited call will not charge the other Party any rate element for this call regardless of whether the call is local or toll. The Parties will establish appropriate billing relationships directly with the Wireless Service Provider, other CLC or LEC with the exception of the ILECs listed in Section 2.4 of this Attachment 18 or unless CLEC selects the billing option specified in Section 3.3 of this Attachment 18.

3.8. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Section 3 above, shall be charged by the Party originating the call, rather than the Party terminating the call. This includes originating charges listed in Section 3 as well as a

database query charge as specified in NEVADA's intrastate access tariff or CLEC's local exchange tariff.

- 3.9. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. Either Party may request the exchange of originating EMR records in order to bill the other Party terminating minutes of use. The Parties agree to cooperate in the exchange of the records if so requested.
- 3.10. 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.
- 3.11. Each Party will provide the other, within thirty (30) calendar days after the end of each calendar quarter, a usage report with the following information regarding traffic it sent to (i.e., terminated over) the Local Interconnection Trunk arrangements:
  - 3.11.1. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups; and
  - 3.11.2 Percent Local Usage (PLU)
- 3.12. CLEC will pay the rates for SS7 CCS interconnection as specified in Attachment 8. The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including CPN. All privacy indicators will be honored.

#### **4. Compensation For Use Of Local Interconnection Facilities**

- 4.1. Interconnection facilities include the facility that connect the Parties' respective switching networks.
- 4.2. The Parties will specify the end office and/or the Access Tandem at which the two networks will interconnect for exchange traffic.
- 4.3. The Parties agree to amend this Agreement when new facilities are established pursuant to Appendix A of this Agreement.

- 4.4. The Parties agree that each has an equal obligation to interconnect their network infrastructure to the other's network. To accomplish this the Parties can decide to jointly own the interconnection facility or each can provide facilities to deliver traffic to the other. If the choice is to build the interconnection facilities, both Parties will agree on a desired capacity and performance characteristics and then both Parties may bid to install the facilities. The Party with the lowest bid will construct the facilities and bill the other Party 50% of the construction costs. The constructing Party will charge a monthly maintenance charge for maintaining the facilities. This charge is to be based upon the TELRIC (as defined by the First Interconnection Order) of maintaining the facility. If the Parties decide not to jointly build and operate the interconnecting facility, they may choose the following options listed in Section 4.4.1 and Section 4.4.2.

The Parties agree to the following terms based on consideration of the generally balanced use of the Parties' respective facilities for interconnection. Such consideration is based on relative facility length, the capacity provided to each other, determined by the comparison of facility deployment behind the POIs associated with CLEC collocation arrangements and NEVADA's network. This compensation is contingent on a balanced facility interconnection as defined in the table of interconnections attached as Appendix A of this Attachment.

4.4.1. Where the POI for the Local Interconnection Trunk Group is located other than in the same Wire Center as the NEVADA switch where the Local Interconnection Trunk Group terminates, CLEC will pay a monthly charge for a percentage of the NEVADA provided facility according to NEVADA's intrastate tariff in addition to any usage rate elements in Section 3 above. CLEC may, at its option, choose to pay Nevada Bell either 50% of the applicable Nevada Bell tariffed unbundled transport or 50% of the unbundled interoffice facility rates for DS-1 rates for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay 50% of the applicable tariffed or unbundled interoffice facility rates for DS-3 for each DS-3 facility, used for Local Interconnection between the Parties.

4.4.2. Where the POI for the Local Interconnection Trunk Group is at a collocation arrangement in the same Wire Center as the NEVADA switch where the Local Interconnection Trunk Group terminates, NEVADA will pay CLEC a monthly charge for a percentage of the CLEC provided facility according to CLEC's intrastate tariff in addition to any usage rate elements in Section 3 above. NEVADA may, at its option, choose to pay CLEC either 50% of the applicable CLEC tariffed DS-1 rate for those DS-1(s) used for Local Interconnection Trunks in a DS-3 facility, or pay 50% of the



applicable CLEC tariffed DS-3 rate for each DS-3 facility used for Local Interconnection Trunks between the Parties.

- 4.4.3. Where the POI for the Local Interconnection Trunk Group is at a Mid Span Meet and the POI is at the mid-point of the facility between the Parties, there shall be no compensation between the Parties for the Local Interconnection facility used.

## **5. MEET-POINT TRUNKING ARRANGEMENTS**

- 5.1. Two-way trunks will be established to enable CLEC and NEVADA jointly to provide Feature Group B and D ("FGB and FGD") Switched Access Services via NEVADA's Access Tandem switch.
- 5.2. CLEC may use Meet Point Trunks to send and receive FGB and FGD calls from Switched Access customers connected to NEVADA's Access Tandem.
- 5.3. The Parties will use separate facilities and separate two-way trunk groups to the NEVADA Access Tandem under which CLEC's NXXs home using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk Groups except as provided in Section 1.4 above. Neither Party will charge the other any amount for any Meet Point facilities.
- 5.4. In the case of Switched Access Services provided through NEVADA's Access Tandem, NEVADA will not offer blocking capability for Switched Access customer traffic delivered to NEVADA's tandem for completion on CLEC's network. The Parties understand and agree that Meet Point Trunking arrangements are available and functional only to/from Switched Access customers who directly connect with NEVADA's tandem that CLEC subtends in LATA 720. In no event will NEVADA be required to route such traffic through more than one tandem for connection to/from Switched Access customers. NEVADA shall have no responsibility to ensure that any Switched Access customer will accept traffic that CLEC directs to the Switched Access customer. NEVADA also agrees to furnish CLEC, upon request, a list of those IECs which also interconnect with NEVADA's tandem.
- 5.5. The Parties will provide CCS to one another, where and as available, in conjunction with Meet Point two-way trunk groups. CLEC may establish CCS interconnections (either directly or through a third party) provided such third-party is interconnected with NEVADA pursuant to PUB L 780023-PB/NB and in accordance with NEVADA's inter- and intrastate access tariffs. The Parties will cooperate in the exchange of TCAP

messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. CLEC will provide all CCS signaling including, without limitation, Charge Number, and originating line information ("OLI"). For terminating FGD, NEVADA will pass all CCS signaling including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Network signaling information such as Transit Network Selection ("TNS") parameter, Carrier Identification Codes ("CIC"), (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided at no charge by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

- 5.6. The Parties shall use CCS in conjunction with Meet-Point Trunks, provided that they must use multifrequency ("MF") signaling on a separate Meet Point Trunk group for originating FGD access to Switched Access customers that use MF FGD signaling protocols and may use such signaling due to equipment constraints. The Parties shall not provide MF and CCS trunk within a DS-1 facility. They must use a separate DS-1 facility for each signaling type.
- 5.7. All originating Toll Free Service calls for which CLEC requests that NEVADA perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.
- 5.8. When CLEC performs the SSP function for Toll Free service calls, and if such calls are destined for an IEC, if CLEC delivers such calls to NEVADA BELL it shall do so over Meet Point Trunk Groups using GR-394 format. When CLEC performs the SSP function for Toll Free service calls, and if such calls are destined for NXXs within the LATA, if CLEC delivers such calls to NEVADA BELL, it shall do so over the Local Interconnection Trunk Group using GR-317 format..
- 5.9. Originating Feature Group B calls delivered to NEVADA's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.
- 5.10. NEVADA and CLEC shall Meet Point bill jointly provided Switched Access as set forth in Attachment 13, Section 4 of this Agreement.

## **6. RESPONSIBILITIES OF THE PARTIES**

- 6.1. CLEC and NEVADA agree to exchange such reports and/or data as provided in this Agreement to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited which shall be (Dallas, Texas for CLEC and Reno, Nevada for NEVADA). Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other Party, and may not be requested more than twice per year.
- 6.2. CLEC and NEVADA BELL will review engineering requirements on a semi-annual basis and establish guidelines for forecasts of trunk and facilities utilization provided under this Attachment. New trunk groups will be implemented as dictated by engineering requirements of either NEVADA or CLEC.
- 6.3. CLEC and NEVADA shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination installation, and maintenance responsibilities for these trunks and trunk groups.
- 6.4. CLEC is responsible for all Control Office functions for the Meet Point Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 6.5. CLEC and NEVADA shall:
  - 6.5.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 6.5.2. Notify each other when there is any change affecting the service requested, including the due date.
  - 6.5.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.
  - 6.5.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

- 6.5.5. Advise each other's Control Office if there is an equipment failure that may affect the interconnection trunks.
- 6.5.6. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.
- 6.5.7. Provide to each other test-line numbers and access to test lines, including a test-line number that returns answer supervision in each NPA-NXX opened by a Party.
- 6.6. CLEC and NEVADA will provide their respective billing contact numbers to one another on a reciprocal basis.
- 6.7. The Parties will conduct cooperative testing for the proper recording of AMA records in each carrier switch(es) before establishing service.
- 6.8. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification (“BLV”) and Busy Line Verification and Interrupt (“BLVI”) services on calls between their respective end users on or before the Due Dates of the first Local Interconnection Trunk Group(s).  
  
BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.
- 6.9. Prior to the time of interconnection, CLEC shall provide to NEVADA BELL, to the extent mutually agreed to be applicable to NEVADA Bell, CLEC’s references or internal standards governing each topic in the Bilateral Agreement Template/Worksheet attached as Appendix B, for which there is a corresponding NEVADA BELL reference.

## **7. INSTALLATION OF TRUNKS**

Due dates for the installation of Local Interconnection Trunk Groups and Meet Point Trunks covered by this Agreement shall be based on NEVADA’s intrastate Switched Access intervals.

## **8. TRUNK FORECASTING**

- 8.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. The provisions of Attachment 17 related to forecasting shall not apply to forecasts pursuant to this Section 8. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:
  - 8.1.1. Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and Meet Point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years;
  - 8.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
  - 8.1.3. A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 8.2. If differences in semi-annual forecasts of the Parties vary by more than 48 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 48 DS0 trunks. If the Parties are unable to reach such a reconciliation, the Local Interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds (“CCS”) utilization for the third month is under seventy-five percent (75%) of capacity, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.
- 8.3. If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis for each month of any six month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in Section 9 following shall be maintained.

8.4. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

**9. GRADE OF SERVICE**

A blocking standard of one half of one percent (.005) during the average busy hour, for final trunk groups between the Parties networks carrying Meet Point traffic shall be maintained. All other final trunk groups shall be engineered with a blocking standard of one percent (.01).

**10. LOCAL INTERCONNECTION TRUNK SERVICING**

10.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") , once the national release of ASR supports ASR for ordering of local interconnection trunks, and this release is adopted and implemented in Nevada, or upon implementation of ASR at Pacific Bell, whichever is earlier.

10.2 As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. NEVADA's Circuit Provisioning Assignment Center ("CPAC") and CLEC's equivalent center will send a Trunk Group Service Request ("TGSR") to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Either Party upon receipt of the TGSR will issue an ISR/ASR to the other Party:

10.2.1. Within 10 business days after receipt of the TGSR, upon review of and in response to the TGSR received; or

10.2.2. At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be based on NEVADA's intrastate switched access intervals.

10.3. Orders that comprise a major project shall be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among NEVADA and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

10.4 The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.

- 10.5 CLEC will be responsible for engineering its network on its side of the POI. NEVADA will be responsible for engineering its network on its side of the POI.

## **11. TROUBLE REPORTS**

CLEC and NEVADA will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure that trouble reports are resolved in a timely and appropriate manner consistent with procedures referenced in the maintenance section of this Agreement.

## **12. NETWORK MANAGEMENT**

### **12.1 Protective Control**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and NEVADA will immediately notify each other of any protective control action planned or executed.

### **12.2 Expansive Controls**

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will be used when mutually agreed to by the Parties.

### **12.3 Mass Calling**

CLEC and NEVADA shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

## **13. Other forms of Interconnection**

Either Party will make available any form of interconnection requested by the other Party that is consistent with the Act and the regulations thereunder. Requests for interconnection using a technology not deployed in NEVADA's network as of the Effective Date of this Agreement shall be processed according to the process described in Attachment 6, Section 1.6.

**APPENDIX A**

**Local Interconnection Trunking Arrangements**

<b>CLEC Switch</b>	<b>CLEC Routing Point</b>	<b>POI</b>	<b>NEVADA Access Tandem</b>



**AMENDMENT # 1**

**TO NEVADA INTERCONNECTION AGREEMENT**

**By and Between**

**NEVADA BELL TELEPHONE COMPANY**

**AND**

**ESCHELON TELECOM OF NEVADA, INC.**

WHEREAS, NEVADA BELL TELEPHONE COMPANY (“Nevada”), formerly Nevada Bell, and Eschelon Telecom of Nevada, Inc. (“CLEC”) entered into an agreement relating to local interconnection (“Agreement”) which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on January 25, 2001 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the Agreement to add Amendment No. 3 of the Nevada/AT&T Interconnection Agreement to this Agreement pursuant to Section 252(i) of the Telecommunications Act.

NOW THEREFORE the Parties agree as follows:

- (1) Attachment 8 (Pricing) of the Agreement is amended to add a new appendix entitled “Appendix A Non-Recurring Prices for Unbundled Network Elements” in the form attached hereto and incorporated herein pursuant to the Order by the Public Utilities Commission of Nevada of October 4, 2000 approving the Partial Settlement Stipulation of September 18, 2000 in Docket Nos. 99-12033, 99-12034, and 00-4001 (“Order”).
- (2) In Attachment 8, Section 2.1 is rewritten as follows: “The Commission shall determine the prices charged to ESCHELON for Network Elements. The non-recurring charges approved by the Commission for Unbundled Network Elements are set forth in Appendix A to this Attachment 8.”
- (3) This Amendment complies with the Order by incorporating into the Agreement the prices found in Attachment B to the Partial Settlement Stipulation as provided for in the Partial Settlement Stipulation. The prices shall be applied consistent with Pacific Bell’s application of the corresponding rates or prices as provided for in the Partial Settlement Stipulation.

- (4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement.
- (5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (6) This Amendment shall be filed with the Nevada Commission and shall become effective upon approval of the Amendment by the Nevada Commission.
- (7) This Amendment is being entered into by the Parties pursuant to the Order by the Public Utilities Commission of Nevada of October 4, 2000 approving the Partial Settlement Stipulation of September 18, 2000 in Docket Nos. 99-12033, 99-12034, and 00-4001 (“Order”). Thus, the Parties acknowledge and agree that this Amendment does not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999).

IN WITNESS WHEREOF, this Amendment to the Agreement was executed in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by Nevada Bell Telephone Company, signing by and through its duly authorized representative, and ESCHELON, signing by and through its duly authorized representative.

**Eschelon Telecom of Nevada, Inc.**

**\*Nevada Bell Telephone Company**

**By SBC Telecommunications, Inc.**

**Its Authorized Agent,**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President – Industry Markets

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

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

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

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

\*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Nevada Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights of the Interconnection Agreement between Eschelon Telecom of Nevada, Inc. and Nevada Bell Telephone Company.

**ATTACHMENT A**  
**Amendment No. 1**

	NON-RECURRING								SOURCE
	Service Order				Channel Connect				
	Connect	Disconnect	Change	Record	Connect	Disconnec	Change	Record	
<b>LOOPS</b>									
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00	A
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00	A
2-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00	A
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00	A
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00	A
2-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00	A
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00	A
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00	A
4-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00	A
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00	A
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00	A
4-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00	A
5db Cond. (Assured) - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00	A, D
5db Cond. (Assured) - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00	A, D
5db Cond. (Assured) - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00	A, D
5db Cond. (Assured) - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00	A, D
5db Cond. (Assured) - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00	A, D
5db Cond. (Assured) - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00	A, D
4-Wire Digital Copper - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00	B, C
4-Wire Digital Copper - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00	B, C
4-Wire Digital Copper - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00	B, C
4-Wire Digital Copper - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00	B, C
4-Wire Digital Copper - Additional (CESAR/LEX - Comple	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00	B, C
4-Wire Digital Copper - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00	B, C
4-Wire Digital Fiber - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00	B, C
4-Wire Digital Fiber - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00	B, C
4-Wire Digital Fiber - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00	B, C
4-Wire Digital Fiber - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00	B, C
4-Wire Digital Fiber - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00	B, C
4-Wire Digital Fiber - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00	B, C
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00	C
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00	C

DS3 Loop - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00	C
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00	C
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00	C
DS3 Loop - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00	C

**DSL CAPABLE LOOPS**

2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00	A, D
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00	A, D
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00	A, D
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	\$3.69	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00	A, D
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	\$3.69	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00	A, D
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00	A, D

2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00	A
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00	A
2-Wire xDSL Loop - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00	A
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00	A
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00	A
2-Wire xDSL Loop - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00	A

4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00	A
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00	A
4-Wire xDSL Loop - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00	A
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00	A
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00	A
4-Wire xDSL Loop - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00	A

**NETWORK INTERFACE DEVICE**

NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Simple (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00	A
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00	A

**CROSS CONNECTS TO COLLOCATION CAGE**

Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>PORTS</b>									
2-Wire Basic Port - Initial (Manual/Fax - Simple)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00	A
2-Wire Basic Port - Initial (CESAR/LEX - Simple)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00	A
2-Wire Basic Port - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00	A
2-Wire Basic Port - Additional (Manual/Fax - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00	A
2-Wire Basic Port - Additional (CESAR/LEX - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00	A
2-Wire Basic Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00	A
Centrex Port - Initial (Manual/Fax - Simple)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00	A
Centrex Port - Initial (CESAR/LEX - Simple)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00	A
Centrex Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00	A
Centrex Port - Additional (Manual/Fax - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00	A
Centrex Port - Additional (CESAR/LEX - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00	A
Centrex Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00	A
Centrex System Establishment	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00	A
ISDN BRI Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00	A
ISDN BRI Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00	A
ISDN BRI Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00	A
ISDN BRI Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00	A

ISDN BRI Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00	A
ISDN BRI Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00	A
<b>VERTICAL FEATURES</b>									
Analog DID Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00	A
Analog DID Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00	A
Analog DID Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00	A
Analog DID Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00	A
Analog DID Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00	A
Analog DID Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00	A
<b>VERTICAL FEATURES</b>									
Custom Calling Features - Initial (Manual/Fax - Simple)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Custom Calling Features - Initial (CESAR/LEX - Simple)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Custom Calling Features - Initial (Mechanized)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Custom Calling Features - Add. (Manual/Fax - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Custom Calling Features - Add. (CESAR/LEX - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Custom Calling Features - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
<b>BASIC SWITCHING</b>									
End Office Dedicated (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00	A
End Office Dedicated (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00	A
End Office Dedicated (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00	A
End Office Dedicated (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00	A
End Office Dedicated (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00	A
End Office Dedicated (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00	A
Tandem Termination (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00	A
Tandem Termination (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00	A
Tandem Termination (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00	A
Tandem Termination (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00	A
Tandem Termination (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00	A
Tandem Termination (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00	A
Switching Establishment	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
<b>INTEROFFICE TRANSMISSION</b>									
Dedicated Transport									
Entrance Facilities									
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00	A



Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00	A
Voice Grade - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00	A
Voice Grade - Add. (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00	A
Voice Grade - Add. (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00	A
Voice Grade - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00	A
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00	A
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00	A
DS1 - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00	A
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00	A
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00	A
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00	A
DS3 W/Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00	A
DS3 W/Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00	A
DS3 W/Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00	A
DS3 W/Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00	A
DS3 W/Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00	A
DS3 W/Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00	A
DS3 W/O Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00	A
DS3 W/O Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00	A
DS3 W/O Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00	A
DS3 W/O Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00	A
DS3 W/O Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00	A
DS3 W/O Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00	A
Dedicated Transport									
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00	A
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00	A
Voice Grade - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00	A
Voice Grade - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00	A
Voice Grade - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00	A
Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00	A
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00	A
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00	A
DS1 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00	A
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	A
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	A
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	A

DS3 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00	A
DS3 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00	A
DS3 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00	A
DS3 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	A
DS3 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	A
DS3 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00	A
Dedicated Transport Cross Connects									
2-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
2-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
2-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
2-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
4-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
4-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
4-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
4-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	E
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>MULTIPLEXING</b>									
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00	A
DS1/DS0 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00	A
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00	A
DS3/DS1 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00	A
<b>SIGNALING SYSTEM 7 (SS7)</b>									
STP Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00	A
SS7 Link - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$0.00	\$0.00	\$0.00	\$0.00	A

**FOOTNOTES:**

- A=OANAD Non-Recurring.
- B=4-Wire Digital Loop equal to OANAD Digital DS1 Loops - Surrogate.
- C=OANAD Entrance Facility w/Equipment - Surrogate.
- D=OANAD NRC Assured Loop.


AMENDMENT NO. 2  
TO THE AGREEMENT  
RELATING TO LOCAL INTERCONNECTION  
BETWEEN  
NEVADA BELL  
AND  
ESCHELON TELECOM OF NEVADA, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY (“Nevada”), formerly Nevada Bell, and Eschelon Telecom of Nevada, Inc. (“CLEC”) entered into an agreement relating to local interconnection (“Agreement”) which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on January 25, 2001 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the Agreement to add Amendment No. 4 to the Nevada/AT&T Interconnection Agreement to the Nevada/Eschelon Agreement pursuant to Section 252(i) of the Telecommunications Act.

NOW THEREFORE the Parties agree as follows:

1. This Amendment No. 2 to the Agreement will be effective upon approval of this Amendment by the Commission.
- 1.01. Section 11 of the Interconnection Agreement and Attachment 17 to the Interconnection Agreement are deleted and replaced with the following provision designated as Section 11 of the Interconnection Agreement:

PERFORMANCE MEASURES AND INCENTIVES

NEVADA shall comply with the performance measures adopted for NEVADA by the Commission in Docket No. 97-9022, a copy of which is attached to this Interconnection Agreement as Exhibit A, as may be amended from time-to-time. NEVADA shall also comply with the performance incentives that may be adopted by final order of the Commission in Docket No. 99-11019 or any ancillary or related docket of the Commission applicable to NEVADA related to performance measures and performance incentives, unless stayed by a court of competent jurisdiction. ESCHELON will be entitled to all the rights and remedies accorded

any CLEC in connection with the above referenced performance measures and incentives.

- 1.02.1 Attachment 1 to the Interconnection Agreement is hereby amended to add the following definitions:

“Dark Fiber” is fiber owned by NEVADA that has not been activated through connection to the electronics that “light” it, and thereby render it capable of carrying communications services.

“Directory Listings” means the listings of NEVADA’s customers that comprise NEVADA’s directory assistance database.

“Third Report and Order” means the Third Report and Order the FCC entered in Docket No. CC 96-98 and released on November 5, 1999.

- 1.03 The first paragraph of Section 12.1.2 of Attachment 6 of the Interconnection Agreement is amended in its entirety and Attachment 4 of the Interconnection Agreement is amended by adding a new section, with the following provision:

Attachment 4:

Directory Assistance Listings

7. Nevada will transfer, upon request from ESCHELON, Directory Listings for directory assistance applications in full compliance with the Third Report and Order the FCC entered in Docket No. CC96-155 released on September 9, 1999 (“Directory Listings Order”) and 47 C.F.R. § 51.217(c)(3). At ESCHELON’s request, daily updates to Directory Listings shall be provided by NEVADA to ESCHELON in the same format as the original database transfer on such other format as ESCHELON may request consistent with the Directory Listings Order. Once the Commission has approved rates for access to Directory Listings, those rates shall be incorporated into this agreement subject to each Party’s right to pursue judicial review of rates adopted by the Commission. As an interim measure until the Commission adopts rates, NEVADA will provide Directory Listings by electronic transfer or magnetic tape as requested by ESCHELON but will charge and collect from ESCHELON only the cost for a magnetic tape of the Directory Listings, subject to a true-up to the rates approved by the Commission.

Attachment 6:

12.1.2 NEVADA will transfer, upon request from ESCHELON, Directory Listings for directory assistance applications in full compliance with the Third Report and Order the FCC entered in Docket No. CC96-115 released on September 9, 1999 (“Directory Listings Order”) and 47 C.F.R § 51.217(c)(3). At ESCHELON’s request, daily updates to Directory Listings shall be provided by NEVADA to ESCHELON in the same format as the original database transfer or such other format as ESCHELON may request consistent with the Directory Listings Order. Once the Commission has approved rates for access to Directory Listings, those rates shall be incorporated into this Agreement subject to each Party’s right to pursue judicial review of rates adopted by the Commission. As an interim measure until the Commission adopts rates, NEVADA will provide Directory Listings by electronic transfer or magnetic tape as requested by ESCHELON but will charge and collect from ESCHELON only the cost for a magnetic tape of the Directory Listings, subject to a true-up to the rates approved by the Commission.

1.04 Section 3.1.1.6 of Attachment 5 of the Interconnection Agreement is amended to add the following provision:

3.1.1.6.1 Notwithstanding the foregoing, with respect to resale of NEVADA’s CENTREX service, the volume discounts set forth in Exhibit B to this Interconnection Agreement shall apply, together with the avoided cost wholesale discount then in effect pursuant to applicable Commission orders. Nothing in this Section 3.1.1.6.1 shall expand, contract or alter in any way either Party’s right to enforce contracts or tariff commitments or obligations with its customers.

1.05 The process established by Section 1.6 of Attachment 6 to the Interconnection Agreement for administering and pricing request by ESCHELON for access to a Network Element or Combination not identified in the Interconnection Agreement is hereby modified by amending Subsection 1.6.3 of Attachment 6 to the Interconnection Agreement so that it reads in its entirety as follows:

The costs of developing the Network Element or Combination, which includes, but is not limited to, the cost of developing the quote, shall be recovered from any entity which utilizes the Network Element or Combination so identified, including NEVADA and its affiliates. In addition, ESCHELON shall pay its share of NEVADA’s costs of developing any Network Element or Combination, not identified in this Agreement (including, but not limited to, the cost of developing the quote) if ESCHELON requests development of the Network Element or Combination but subsequently determines not to purchase the Element

or Combination. In all cases, ESCHELON and NEVADA shall meet and confer on the amount of such costs, each Party's respective share of such costs, and the method of recovery. In the event the Parties cannot agree on the amount and method of recovery, the Parties shall track their respective development costs and will use the alternative dispute resolution process set forth in Attachment 3 to this Agreement. Any determination made in alternative dispute resolution shall be subject to modification by a subsequent decision of the Commission. In no event shall either Party allow the pendency of a dispute concerning development costs to delay analysis or implementation of the Network Element or Combination. NEVADA shall provide ESCHELON with a firm quote determined by NEVADA in accordance with the Bona Fide Request process as set forth in the Pacific Bell Telephone Company's CLEC Handbook for any such development costs, and ESCHELON shall deposit fifty percent (50%) of the quoted amount exceeding \$10,000 before development begins (the "Deposit") with the remainder payable upon completion. The actual costs that may be recovered by NEVADA will be limited to those costs incurred from the date of the request for developing a Network Element or Combination not identified in the Interconnection Agreement less the amount of the Deposit. ESCHELON will receive a refund or credit from NEVADA, if NEVADA uses the Network Element or Combination itself, or leases or sells it or any spare capacity in it to any other person or entity. ESCHELON shall use the special request process set forth in this Section 1.6.3 of Attachment 6 to the Interconnection Agreement to request methods of interconnection or access to Network Elements not otherwise addressed in this Agreement at the time of such request. NEVADA's response to any such request shall either confirm the availability of the item requested or shall provide a detailed explanation that such item is not technically feasible and/or that the item does not qualify as one that is required by law to be provided.

- 1.06 Section 1.11 of Attachment 6 of the Interconnection Agreement is amended in its entirety with the following provisions:

Dark Fiber

NEVADA agrees that pursuant to the FCC's Third Report and Order and existing orders of the Commission, Dark Fiber is a UNE and that so long as Dark Fiber is classified as a UNE pursuant to applicable federal or state law, NEVADA will provide access to Dark Fiber to ESCHELON subject to the following terms and conditions:

- 1.11.1 NEVADA will provide to ESCHELON information for a specified route in NEVADA's network on a central office basis regarding the location, availability and loss characteristics of Dark Fiber for Loops and Transport within ten (10) business days after the receipt of ESCHELON's written request, or longer if mutually agreed by the Parties.

- 1.11.2 NEVADA will provide Dark Fiber according to the manufacturer's specifications.
  - 1.11.3 NEVADA may give sixty (60) days prior notice to ESCHELON and the Commission of its need to reclaim Dark Fiber from ESCHELON for use in approved and funded projects of NEVADA or another CLEC that are to be completed within one year. The notice shall specifically identify the Dark Fiber that NEVADA intends to reclaim. If, at the end of the sixty (60) day notice period, ESCHELON has not demonstrated in writing to NEVADA that the Dark Fiber has been allocated for ESCHELON's own approved and funded project to be completed within one year, NEVADA may reclaim the Dark Fiber.
  - 1.11.4 NEVADA may reserve and withhold Dark Fiber required for Nevada Bell's approved and funded projects that are to be completed within one year of ESCHELON's request for use of the Dark Fiber.
  - 1.11.5 ESCHELON must use electronics on fiber-optic cable pairs that are used at an equivalent or greater capacity to that deployed by NEVADA for the same route before requesting additional Dark Fiber pairs in that route.
  - 1.11.6 Notwithstanding the foregoing provisions, NEVADA, shall not be obligated to provide ESCHELON access to Dark Fiber that NEVADA has reserved (a) for emergency relief or maintenance for use by all telecommunications carriers in an amount of no more than four fiber optic strands per cable; and (b) as necessary for NEVADA to satisfy its obligations as a provider of last resort pursuant to any directive or order by the Commission.
  - 1.11.7 In the event of any dispute as to the interpretation or application of this Section 1.11 of Attachment 6 of the Interconnection Agreement, at the option of the complaining party, the matter shall be referred to Alternate Dispute Resolution under Attachment 3 of the Interconnection Agreement or to any expedited dispute resolution procedure made available pursuant to an order of the Commission.
- 1.07 Section 14 of Attachment 6 of the Interconnection Agreement is amended to add the following provisions:
- 14.6 Consistent with the terms and conditions of this Attachment and the Act and the regulations thereunder, NEVADA will permit ESCHELON to interconnect ESCHELON's facilities or facilities provided by ESCHELON or by third parties with each of NEVADA's Network Element at any point designated by ESCHELON that is technically feasible. NEVADA will provide access to all features and capabilities of



each Element and insure that the electrical and operating characteristics of the Element are at least equal to those supplied by NEVADA to its own customers. Nothing herein shall be construed to require NEVADA to provide ESCHOLON with intellectual property rights for features and capability that NEVADA does not have or is not authorized to use.

14.6.1 When ESCHOLON purchases from NEVADA a UNE involving access to intellectual property, NEVADA shall provide to ESCHOLON:

14.6.1.1 A list of software vendors, if any, who require a separate right-to-use agreement with ESCHOLON in addition to NEVADA's own agreement with the vendor.

14.6.1.2 To the extent a software vendor must be listed pursuant to Section 14.6.1.1, a description of any specific license agreements in effect between NEVADA and a software vendor for each type of software, i.e., specific uses, limits on number of users, or number of minutes. NEVADA shall contact the switch vendors to determine if the switch vendors want ESCHOLON to sign a nondisclosure agreement to obtain this information about the software license.

14.6.1.3 At the written request of ESCHOLON after receiving notice from NEVADA under Section 14.6.1.1, NEVADA shall negotiate on ESCHOLON's behalf any necessary right-to-use agreements for use of the software. Such agreements shall parallel the right to use in NEVADA's own agreement with the vendor.

14.6.2 ESCHOLON shall also have the option of negotiating any necessary right-to-use agreements directly with a software vendor.

14.6.3 The Parties will notify each other of any pending or threatened intellectual property claims related to ESCHOLON and/or NEVADA's networks of which such Party is aware, and will provide to the other Party periodic and timely updates of such notification as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.

1.08 Section 6.2.3 of Attachment 8 to the Interconnection Agreement is amended in its entirety with the following provision:

NEVADA shall track its costs caused by service performance requirements of this Agreement or specific ESCHELON requests which specify service that is higher-than-parity with service levels NEVADA provides for comparable retail services or for similar services for other CLCs. The Commission will resolve any disputes concerning whether a request for service is "above parity". For any such higher-than-parity service requirements which cause additional costs, NEVADA will charge ESCHELON such additional costs. If the Parties dispute such recovery, NEVADA may request Commission approval to charge ESCHELON such costs. Pending resolution of any dispute, NEVADA shall not withhold any required service from ESCHELON. In the event that the Commission confirms that a request by ESCHELON is "above parity." ESCHELON shall pay NEVADA's cost of the proceedings before the Commission including attorneys fees. In the event the Commission determines that a request by ESCHELON is not "above parity." NEVADA shall pay ESCHELON's costs of proceedings before the Commission including attorneys fees.

- 1.09 Section 1.8 of Attachment 18 of the Interconnection Agreement is amended to add the following provisions:
  - 1.8.1 Subject to the parties' audit rights under this Agreement, ESCHELON will periodically report in writing the percent local usage ("PLU") factor for local exchange traffic which ESCHELON places across Feature Group D trunks of NEVADA.
  - 1.8.2 NEVADA shall issue to ESCHELON a written notice when ESCHELON traffic placed or attempted to be placed by ESCHELON across ESCHELON trunks exceeds the capacity of such ESCHELON trunks by an average of two percent (2%) over any three (3) consecutive month period.
  - 1.8.3 To the extent consistent with industry practices in Nevada for management of NEVADA's Feature Group D trunks, within ninety (90) days after receipt of notice from NEVADA pursuant to Section 1.8.2 above, ESCHELON shall purchase or lease from NEVADA sufficient trunks, which may include Feature Group D trunks, or construct its own local interconnection trunks to accommodate the traffic that exceeded ESCHELON trunking capacity.

2. The Agreement is hereby amended to add two new Exhibits as follows:

"Attachment A, Nevada Bell Performance Measures, Stipulation Agreement in Docket 97-9022" in the form attached hereto as Exhibit A. (See Section 11)

“Digital Centrex Service (DSC) Price Matrix” in the form attached hereto as Exhibit B. (See Section 3.1.1.6.1)

3. This Amendment is effective only for the term of the Agreement.
4. This Amendment shall be filed with the Nevada Commission and shall become effective upon approval of the Amendment by the Nevada Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

NEVADA BELL TELEPHONE  
COMPANY  
By: SBC Telecommunications, Inc.,  
its authorized agent

\*ESCHELON TELECOM OF NEVADA,  
INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: President-Industry Markets

Title: \_\_\_\_\_

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

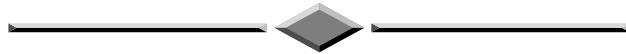
Date Signed: \_\_\_\_\_

\*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Nevada Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights of the Interconnection Agreement between Eschelon Telecom of Nevada, Inc. and Nevada Bell Telephone Company.

**ATTACHMENT B**  
**Amendment No. 2**

*Attachment A*

*Nevada Bell  
Performance Measurements*



**Stipulation Agreement in  
Re: Docket 97-9022**

## INTRODUCTION

This stipulation agreement is the work product of the participating Incumbent Local Exchange Carriers (ILECs), Competitive Local Exchange Carriers (CLECs), the Attorney General's Bureau of Consumer Protection, and the Public Utilities Commission of Nevada Staff (collectively, "parties") in Nevada. As a result of discussions on performance measurements conducted during the arbitration of the ESCHELON/Nevada Bell Interconnection Agreement, the Nevada Commission opened an investigative proceeding into performance measurements on September 24, 1997. The Commission subsequently requested comments from the parties. In order to facilitate discussion by the parties, the Commission sponsored workshops in late May 1998. After the May workshops, the parties continued to identify open issues and clarify some of the consensus that had been tentatively reached. Over the next several months, the parties continued to meet informally and in additional Commission sponsored workshops to discuss and resolve open issues. As a result, the parties have been successful in resolving most of the open issues with respect to performance measurements.

In addition to the collaborative work regarding performance measures, the parties have reached agreement on the issues regarding auditing and reporting. Parties have also resolved the appropriate analogs for service group types. The parties recommend that any remaining open issues either be resolved through continued discussion or the prescribed procedural process defined by the Commission. It is the parties' understanding that the Commission will issue an order as a result of this stipulation agreement.

As work on performance incentives is on a separate track, incentives are not included in this stipulation agreement.

This stipulation agreement addresses the following:

- the performance measurements
- the formulas for the same
- the levels of disaggregation
- the analogs for the service group types (a level of disaggregation)
- other analogs and the benchmarks, to the degree there is agreement
- auditing and reporting
- review procedures

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# EXECUTIVE SUMMARY

## Performance Measures Development Process

The Telecommunications Act of 1996 and the FCC's implementing rules require ILECs to provide CLECs with nondiscriminatory access to OSS. In the August 1996 Local Competition First Report and Order, the FCC commented, generally, that ILECs must provide CLECs with access to the pre-ordering, ordering, provisioning, billing, repair, and maintenance OSS sub-functions pursuant to the Act, such that CLECs are able to perform such OSS sub-functions in "substantially the same time and manner" as the ILECs can for themselves<sup>1</sup>. In August of 1997, the FCC's *Ameritech Opinion* analyzed the nondiscriminatory access requirements of §251(c) to a Bell Operating Company's (BOC's) §271 application, and clarified that for those OSS subfunctions with retail analogs, a BOC "must provide access to competing carriers that is equal to the level of access that the BOC provides to itself, its customers or its affiliates, in terms of quality, accuracy and timeliness."<sup>2</sup> The FCC further clarified in the *Ameritech Opinion* that for those OSS functions with no retail analog, a BOC must offer access sufficient to allow an efficient competitor "a meaningful opportunity to compete."<sup>3</sup>

In mid -1997, the Public Utilities Commission of Nevada (NEVADA PUC or Commission) initiated Docket 97-9022 to address monitoring the performance of Operations Support Systems (OSS). The stated goal of the Commission's proceeding is to investigate procedures and methods necessary to determine whether interconnection, unbundled access and resale services provided by incumbent local exchange carriers are at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party.

The scope of the proceeding included measures, reporting, comparative analogs, benchmarks, statistical tests, audits and incentives. The Nevada PUC initiated a series of workshops to address many of these issues. The participating parties have worked in a collaborative fashion to resolve as many issues as possible. This report is not intended to address statistical tests and incentives.

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<sup>1</sup> See, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 15763-64 [¶518] (1996) ("Local Competition First Report and Order"), aff'd in part and vacated in part sub nom. Competitive Telecommunications Ass'n v. FCC, 117 F.3d 1068 (8th Cir. 1997) and Iowa Utilities Bd. v. FCC, 120 F.3d 753 (8th Cir. 1997), modified on reh'g, No. 96-3321 (Oct. 14, 1997) (Rehearing Order), petition for cert. granted, 118 S. Ct. 879 (1998).

<sup>2</sup> See, *In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan*, Memorandum Opinion and Order, 12 FCC Rcd 20543, 20618-19 [¶139] (1997) (*Ameritech Michigan Order*), writ of mandamus issued sub nom. *Iowa Utils. Bd. v. FCC*, No. 96-3321 (8th Cir. Jan. 22, 1998). ("Ameritech Opinion"); see also, *In the Matter of Application of Bellsouth Corporation, et al., for Provision of In-Region, InterLATA services in Louisiana* ("BellSouth (Louisiana II) Opinion") CC Docket No. 98-121, FCC 98-271 (10-13-98), paragraph 87 (citing, *Ameritech Opinion* at 12 FCC Rcd 20618-19). See also, *Ameritech Opinion* at ¶131, wherein the FCC makes the following statement regarding application of the §251(c) requirements to a BOC's §271 application:

"Because the duty to provide access to network elements under section 251(c)(3) and the duty to provide resale services under section 251(c)(4) include the duty to provide nondiscriminatory access to OSS functions, an examination of a BOC's OSS performance is necessary to evaluate compliance with section 271(c)(2)(B)(ii) and (xiv)."

<sup>3</sup> See, *Ameritech Opinion* at 12 FCC Rcd at 20619 [¶141]; See also, *BellSouth (Louisiana II) Opinion* at ¶87 (citing *Ameritech Opinion* at 12 FCC Rcd at 20619).

## Major Categories

Measurements developed to help assess the provision of non-discriminatory access to OSS and other services, elements or functions were combined into the following broad categories:

- **Pre-Ordering**

Pre-ordering activities relate to the exchange of information between the ILEC and the CLEC regarding current or proposed customer products and services, or any other information required to initiate ordering of service. Pre-ordering encompasses the critical information needed to submit a provisioning order from the CLEC to the ILEC. The pre-order measurement reports the timeliness with which pre-order inquiries are returned to CLECs by the ILEC. Pre-ordering query types include:

- Address Verification/Dispatch Required
- Request for Telephone Number
- Request for Customer Service Record
- Service Availability
- Service Appointment Scheduling (due date)
- Rejected/Failed Inquiries
- Facility Availability

- **Ordering**

Ordering activities include the exchange of information between the ILEC and the CLEC regarding requests for service. Ordering includes: (1) the submittal of the service request from the CLEC, (2) rejection of any service request with errors and (3) confirmation that a valid service request has been received and a due date for the request assigned. Ordering performance measurements report on the timeliness with which these various activities are completed by the ILEC. Also captured within this category is reporting on the number of CLEC service requests that automatically generate a service order in the ILECs' service order creation system.

- **Provisioning**

Provisioning is the set of activities required to install, change or disconnect a customer's service. It includes the functions to establish or condition physical facilities as well as the completion of any required software translations to define the feature functionality of the service. Provisioning also involves communication between the CLEC and the ILEC on the status of a service order, including any delay in meeting the commitment date and the time at which actual completion of service installation has occurred. Measurements in this category evaluate the quality of service installations, the efficiency of the installation process and the timeliness of notifications to the CLEC that installation is completed or has been delayed.

- **Maintenance**

Maintenance involves the repair and restoral of customer service. Maintenance functions include the exchange of information between the ILEC and CLEC related to service repair requests, the processing of trouble ticket requests by the ILEC, actual service restoral and tracking of maintenance history. Maintenance measures track the timeliness with which trouble requests are handled by the ILEC and the effectiveness and quality of the service restoral process.

- **Network Performance**

Network performance involves the level at which the ILEC provides services and facilitates call processing within its network. The ILEC also has the responsibility to complete network upgrades efficiently. If network outages do occur, the ILEC needs to provide notification so appropriate network management and customer notification can occur by CLECs. Network performance is evaluated on the quality of interconnection, the timeliness of notification of network outages and the timeliness of network upgrades (code openings) the ILEC completes on behalf of the CLEC.

- **Billing**

Billing involves the exchange of information necessary for CLECs to bill their customers, to process the end user's claims and adjustments, to verify the ILEC's bill for services provided to the CLEC and to allow CLECs to bill for access. Billing measures have been designed to gauge the quality, timeliness and overall effectiveness of the ILEC billing processes associated with CLEC customers.

- **Collocation**

ILECs are required to provide to CLECs available space as required by law to allow the installation of CLEC equipment. Performance measures in this category assess the timeliness with which the ILEC handles the CLEC's request for collocation as well as how timely the collocation arrangement is provided.

- **Data Base Updates**

Database updates for directory assistance/listings and E911 include the processes by which these systems are updated with customer information that has changed due to the service provisioning activity. Measurements in this category are designed to evaluate the timeliness and accuracy with which changes to customer information, as submitted to these databases, are completed by the ILEC.

- **Interfaces**

ILECs provide the CLECs with choices for access to OSS pre-ordering, ordering, maintenance and repair systems. Availability of the interfaces is fundamental to the CLEC being able to effectively do business with the ILEC. Additionally, in many instances, CLEC personnel must work with the service personnel of the ILEC. Measurements in this category assess the availability to the CLECs of systems and personnel at the ILEC work centers.

## **Auditing and Review Procedures**

The parties have agreed to procedures for auditing and review. Descriptions of these procedures can be found in Sections IV and V.

*Note: This Executive Summary is intended to provide a general background regarding parties' negotiations of the OSS performance measures. The statements contained in the Executive Summary are not intended to be binding on the parties and shall not be used for such purposes.*

## **Reservation of Rights**

These reservations of rights do not negate the parties' agreement regarding performance measures and standards as reflected in this settlement agreement.

Incorporating the performance measures into the interconnection agreements raises several complex issues that require further consideration by the parties. This remains an open issue.

### **ILECs**

By agreeing to the performance measures contained in the Stipulation Agreement, ILECs:

- do not make any admission regarding the propriety or reasonableness of establishing performance penalties;
- reserve the right to contest the level of disaggregation for purpose of assessing penalties;
- reserve the right to contend that any resulting penalties should be viewed as liquidated damages and as the exclusive remedy for any failure of performance; and,
- do not admit that an apparent less-than-parity condition reflects discriminatory treatment without further factual analysis.

### **CLECs**

- By executing this Agreement, CLECs do not agree with, endorse, or otherwise concur in the terms of ILECs' reservation of rights.
- CLECs reserve the right to contend that ILEC compliance with the performance measures and standards in the Agreement does not conclusively demonstrate ILEC compliance with the Telecommunications Act of 1996.
- CLECs reserve the right to contend that ILEC compliance with the performance measures and standards does not conclusively demonstrate the existence of an open competitive local market.

# NEVADA BELL PERFORMANCE MEASUREMENTS

## PRE-ORDERING

1. Average Response Time (to Pre-Order Queries)

## ORDERING

2. Average FOC Notice Interval
3. Average Reject Notice Interval
4. Percent of Flow-Through Orders

## PROVISIONING

5. Percent of Orders Jeopardized
6. Average Jeopardy Notice Interval
7. Average Completed Interval
8. Percent Completed within Standard Interval as a Percentage On-Time
9. Coordinated Customer Conversion
10. LNP Network Provisioning
11. Percent of Due Dates Missed
12. Percent Company Missed Due Dates due to Lack of Facilities
13. Delay Order Interval to Completion Date
14. Held Order Interval
15. Provisioning Trouble Reports
16. Percent Troubles in 30 days for New Orders
17. *Intentionally Left Blank*
18. Average Completion Notice Interval

## MAINTENANCE

19. Customer Trouble Report Rate
20. Percent of Customer Trouble not Resolved within Estimated Time
21. Average Time to Restore
22. POTS Out of Service less than 24 Hours
23. Frequency of Repeat Troubles in 30 day period

## NETWORK PERFORMANCE

24. Percent Blocking on Common Trunks
25. Percent Blocking on Interconnection Trunks
26. NXX Loaded by LERG Effective Date
27. Network Outage Notification

## BILLING

- 28. Usage Timeliness**
- 29. Accuracy of Usage Feed**
- 30. Wholesale Bill Timeliness**
- 31. Usage Completeness**
- 32. Recurring Charge Completeness**
- 33. Non-Recurring Charge Completeness**
- 34. Bill Accuracy**
- 35. *Intentionally Left Blank***
- 36. Accuracy of Mechanized Bill Feed**

#### **DATABASE UPDATES**

- 37. Average Database Update Interval**
- 38. Percent Database Accuracy**
- 39. E911/911 MS Database Update Interval**

#### **COLLOCATION**

- 40. Average Time to Respond to a Collocation Request**
- 41. Average Time to Provide a Collocation Arrangement**

#### **INTERFACES**

- 42. Percent of Time Interface is Available**
- 43. Average Notification of Interface Outages**
- 44. Center Responsiveness**

#### **NOTES:**

- 1. Details regarding implementation schedules for supported measures are documented under Reporting Process (Section IIc).*
  
- 2. These performance measures are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that the CLECs are entitled to any particular manner of access, that these measures relate solely to access to OSS, or is it evidence that the ILEC's obligations are limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Nevada PUC decisions/regulations, tariffs, and interconnection agreements.*

## *Performance Measurements Report Requirements*

### Pre-Ordering

### *Measure 1*

**Title:** Average Response Time (to Pre-Order Queries)

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	<p>The response interval for each pre-ordering query is determined by computing the elapsed time from the ILEC receipt of the query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data to the CLEC.</p> <ul style="list-style-type: none"> <li>• Address Verification/Dispatch Required</li> <li>• Request for Telephone Number</li> <li>• Request for Customer Service Record</li> <li>• Service Availability</li> <li>• Service Appointment Scheduling (due date)</li> <li>• Rejected/Failed inquires</li> <li>• Facility Availability</li> </ul>
<b>Method of Calculation:</b>	<p><b>Mechanized:</b>  <math display="block">\text{Sum} ((\text{Query Response Date and Time}) - (\text{Query Submission Date and Time})) / (\text{Number of Queries Submitted in Reporting Period})</math></p> <p><b>Manual: CSRs and K1023s only</b>  <math display="block">\text{Sum} ((\text{Fax Date and Time Returned}) - (\text{Business Date and Time of receipt of valid fax service request})) / (\text{Number of Faxes Submitted in Reporting Period})</math></p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, by ILEC (if analog applies) and ILEC affiliate
<b>Reported By:</b>	By query type and by interface type, including fax
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Mechanized:</b>  <b>(Issue still to be resolved)</b></p> <p><b>Manual CSRs:</b>  Standard 95% in 4 hours</p> <p><b>Manual Check for Facilities Availability (K1023):</b>  Parity</p>
<b>Business Rules:</b>	Elapsed time is measured in seconds for electronic pre-order requests.
<b>Notes:</b>	

## *Performance Measurements Report Requirements*

### Ordering

### Measure 2

**Title:** Average FOC Notice Interval

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time from receipt of a service request to returning a Firm Order Confirmation (FOC)
<b>Method of Calculation:</b>	<p><b>Mechanized:</b> Sum ((Date and Time of FOC/LSC) - (Business Date and Time of Receipt of Valid Service Request)) / (Number of FOCs/LSCs Sent in Reporting Period)</p> <p><b>Manual:</b> Sum ((Fax Date and Time Returned) - (Business Date and Time receipt of valid fax service request)) / (Number of Faxes Submitted in Reporting period)</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, by ILEC (if analog applies) and ILEC affiliates.
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• Electronically received/electronically handled</li> <li>• Electronically received and manually handled</li> <li>• Manually received and manually handled</li> <li>• By Service Group Type</li> <li>• Nevada Bell will report Interconnection trunks by New and Augment</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Fully Electronic</b></p> <ul style="list-style-type: none"> <li>• Fully Electronic/Flow Through: <b>(Benchmark level still to be resolved)</b></li> </ul> <p><b>Manual</b></p> <ul style="list-style-type: none"> <li>• Electronically Received/Manually Handled, and</li> <li>• Manually received/Manually Handled : <ul style="list-style-type: none"> <li>• Standard - Non-design services and simple LNP requests - av. 4 hours</li> <li>• Standard - Design services and complex LNP requests - av. 12 hours</li> </ul> </li> <li>• Interconnection Trunks: <ul style="list-style-type: none"> <li>• Standard - New - Average 7 days</li> <li>• Standard - Augment - Average 4 days</li> </ul> </li> </ul>
<b>Business Rules:</b>	<p>Elapsed time calculated in hours.</p> <ul style="list-style-type: none"> <li>• The start time of requests received after the end of the business day will be the beginning of the next business day. Business day is defined as published hours of operation for the ILEC ordering center.</li> <li>• Business day = Monday through Friday, excluding weekends and ILEC published holidays (NB)</li> <li>• Business day = Monday through Saturday, excluding Sundays and ILEC published holidays</li> <li>• Excludes non-business days.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• Incorporation of the results for Projects is currently under study by the ILECs. Parties have agreed to study projects for “up to 50 lines”.</li> </ul>



# Performance Measurements

## Report Requirements

### Ordering

### Measure 3

**Title:** Average Reject Notice Interval

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Reject interval is the elapsed time between the ILEC receipt of an order from the CLEC to the ILEC return of a notice of a rejection to the CLEC.
<b>Method of Calculation:</b>	<p><b>Mechanized</b> Sum ((Business Date and Time of ILEC Transmission of Order Rejection) - (Business Date and Time of Order Receipt)) / (# of Orders Rejected)</p> <p><b>Manual</b> Sum ((Fax Date and Time Returned) - (Business Date and Time Receipt of valid fax service request)) / (Number of Faxes Submitted in reporting Period)</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and ILEC Affiliates
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• Electronically received, electronically handled               <ul style="list-style-type: none"> <li>• All interfaces</li> <li>• Syntax(edit engine) and content errors (other edits)</li> <li>• Resale orders and Facility based/UNE orders</li> </ul> </li> <li>• Electronically received, manually handled               <ul style="list-style-type: none"> <li>• All interfaces</li> <li>• Syntax (edit engine) and content errors (other edits)</li> <li>• Resale orders and Facility based/UNE orders</li> </ul> </li> <li>• Manually received and handled (fax)               <ul style="list-style-type: none"> <li>• Resale orders and Facility based/UNE orders</li> </ul> </li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark</b> Fully Electronic/Flow Through: <b>(Benchmark level still to be resolved)</b></p> <p>Electronically Received/Manually Handled: Standard – Average 4 hours</p> <p>Manually Received/Manually Handled: Standard – Average 6 hours</p>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Elapsed time calculated in hours.</li> <li>• Calculation of requests received after the end of the business day starts at the beginning of the next business day. Business day is defined as published hours of operation for the ILEC.</li> <li>• Business day = Monday through Friday, excluding weekends and ILEC published holidays</li> <li>• Excludes non-business days</li> </ul>
<b>Notes:</b>	

## *Performance Measurements Report Requirements*

### Ordering

### Measure 4

**Title:** Percentage of Flow-Through Orders

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of mechanized service requests processed on a flow through basis.
<b>Method of Calculation:</b>	$[(\text{Number of valid mechanized orders that flow-through without manual intervention}) / (\text{Total valid mechanized service requests})] \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, and ILEC Affiliates
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• All electronic interfaces.</li> <li>• SGT/SOT (including PNP) limited to those currently programmed to flow-through.</li> <li>• SGT/SOT aggregate data includes all service group/service order combinations received electronically.</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>The process to evaluate performance on this measure is under development. Issues, if any, are not yet finally defined. Final resolution depends on completed development of an agreed to Flow-Through Plan.</b>
<b>Business Rules:</b>	
<b>Notes:</b>	

# Performance Measurements Report Requirements

## Provisioning

## Measure 5

**Title:** Percentage of Orders Jeopardized

<i>Area</i>	<i>Requirement Description</i>																										
<b>Description:</b>	Percentage of total orders processed for which the ILEC notifies the CLEC that the work will not be completed as committed on the original FOC.																										
<b>Method of Calculation:</b>	(Number of Orders Jeopardized) / (Number of Orders Confirmed) x 100																										
<b>Report Period:</b>	Monthly																										
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and ILEC Affiliates																										
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By electronic interface</li> <li>• By service group type</li> <li>• By lack of facilities and all other</li> </ul>																										
<b>Geographic Level:</b>	Statewide																										
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <p><i>Parity for UNE measured for the following UNEs:</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">2/4w (8db) analog loop (incl. Coin/analog PBX)</td> <td style="width: 40%;"><b>Comparable Retail Product:</b> POTS - Business (fielded)</td> </tr> <tr> <td>2/4w (5.5 db) assured analog loop</td> <td>POTS - Business (Assured)</td> </tr> <tr> <td>2w digital loop(ISDN capable)</td> <td>ISDN(BRI)</td> </tr> <tr> <td>2w digital loop(xDSL capable)</td> <td>xDSL</td> </tr> <tr> <td>4w digital loop (1.544Mbps capable/HDSL)</td> <td>ISDN(PRI)/DS1</td> </tr> <tr> <td>UNE Port-Basic Analog/Coin</td> <td>POTS - Business (fielded)</td> </tr> <tr> <td>UNE Port-CENTREX</td> <td>CENTREX</td> </tr> <tr> <td>UNE Port-ISDN (BRI)</td> <td>CENTREX</td> </tr> <tr> <td>UNE Port-DS1/ISDN-PRI (incl. DS1 line port)</td> <td>DS1/ISDN(PRI)</td> </tr> <tr> <td>UNE Port-PBX DID</td> <td>PBX DID</td> </tr> <tr> <td>UNE Dedicated Transport (incl.DS1 and DS3)</td> <td>HICAP</td> </tr> <tr> <td>UNE Platform</td> <td>Analogous Retail Service</td> </tr> <tr> <td>Interconnection Trunks</td> <td>ILEC Dedicated Trunks</td> </tr> </table>	2/4w (8db) analog loop (incl. Coin/analog PBX)	<b>Comparable Retail Product:</b> POTS - Business (fielded)	2/4w (5.5 db) assured analog loop	POTS - Business (Assured)	2w digital loop(ISDN capable)	ISDN(BRI)	2w digital loop(xDSL capable)	xDSL	4w digital loop (1.544Mbps capable/HDSL)	ISDN(PRI)/DS1	UNE Port-Basic Analog/Coin	POTS - Business (fielded)	UNE Port-CENTREX	CENTREX	UNE Port-ISDN (BRI)	CENTREX	UNE Port-DS1/ISDN-PRI (incl. DS1 line port)	DS1/ISDN(PRI)	UNE Port-PBX DID	PBX DID	UNE Dedicated Transport (incl.DS1 and DS3)	HICAP	UNE Platform	Analogous Retail Service	Interconnection Trunks	ILEC Dedicated Trunks
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes delays for customer reasons.</li> </ul>																										
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• The most relevant retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>																										

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 6

**Title:** Average Jeopardy Notice Interval

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time the ILEC issues a notice to the CLEC indicating an order is in jeopardy of missing the due date (or the due date/time has been missed).
<b>Method of Calculation:</b>	<p><u>Assignment:</u> <i>Jeopardies identified during assignment</i></p> <p>Sum ((Date of Committed Due Date for the Order) - (Date of Jeopardy Notice)) / (Number of Assignment Jeopardy Notices)</p> <p><u>Installation:</u> <i>Jeopardies identified during installation prior to due time</i></p> <p>Sum ((Date &amp; Time of Committed Due Date for the Order) - (Date &amp; Time of Jeopardy Notice)) / (Number of Installation Jeopardy Notices)</p> <p><i>Notification of Missed Commitments</i></p> <p>Sum(Due Date and Time of Missed Commit Notice - Due Date and Time of Order) / (Number of Missed Commit Notices)</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, and ILEC Affiliates
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By electronic interface</li> <li>• By service group type</li> <li>• By lack of facilities and all other</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark</b> Standard ( <b>Benchmark level still to be resolved</b> )
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes delays for customer reasons.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• If Nevada Bell's policy changes regarding jeopardy notices to their Retail customers, this measure should be evaluated for a Retail analog.</li> </ul>

# Performance Measurements Report Requirements

## Provisioning

## Measure 7

**Title:** Average Completed Interval

<i>Area</i>	<i>Requirement Description</i>																												
<b>Description:</b>	Average business days from receipt of valid, error-free service request to completion date in service order system for new, move, and change orders.																												
<b>Method of Calculation:</b>	Total business days from receipt of valid, error-free service request to completion date in service order system for new, move and change orders / Total new, move and change orders																												
<b>Report Period:</b>	Monthly																												
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and ILEC Affiliates																												
<b>Reported By:</b>	By service group type and field work/no field work where applicable.																												
<b>Geographic Level:</b>	Statewide																												
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><b>Parity for UNE measured for the following UNEs:</b></td> <td style="width: 40%;"><b>Comparable Retail Product:</b></td> </tr> <tr> <td>2/4w (8db) analog loop (incl. Coin/analog PBX)</td> <td>POTS - Business (fielded)</td> </tr> <tr> <td>2/4w (5.5 db) assured analog loop</td> <td>POTS - Business (Assured)</td> </tr> <tr> <td>2w digital loop(ISDN capable)</td> <td>ISDN(BRI)</td> </tr> <tr> <td>2w digital loop(xDSL capable)</td> <td>xDSL</td> </tr> <tr> <td>4w digital loop (1.544Mbps capable/HDSL)</td> <td>ISDN(PRI)/DS1</td> </tr> <tr> <td>UNE Port-Basic Analog/Coin</td> <td>POTS - Business (fielded)</td> </tr> <tr> <td>UNE Port-CENTREX</td> <td>CENTREX</td> </tr> <tr> <td>UNE Port-ISDN (BRI)</td> <td>CENTREX</td> </tr> <tr> <td>UNE Port-DS1/ISDN-PRI (incl. DS1 line port)</td> <td>DS1/ISDN(PRI)</td> </tr> <tr> <td>UNE Port-PBX DID</td> <td>PBX DID</td> </tr> <tr> <td>UNE Dedicated Transport (incl.DS1 and DS3)</td> <td>HICAP</td> </tr> <tr> <td>UNE Platform</td> <td>Analogous Retail Service</td> </tr> <tr> <td>Interconnection Trunks</td> <td>ILEC Dedicated Trunks</td> </tr> </table>	<b>Parity for UNE measured for the following UNEs:</b>	<b>Comparable Retail Product:</b>	2/4w (8db) analog loop (incl. Coin/analog PBX)	POTS - Business (fielded)	2/4w (5.5 db) assured analog loop	POTS - Business (Assured)	2w digital loop(ISDN capable)	ISDN(BRI)	2w digital loop(xDSL capable)	xDSL	4w digital loop (1.544Mbps capable/HDSL)	ISDN(PRI)/DS1	UNE Port-Basic Analog/Coin	POTS - Business (fielded)	UNE Port-CENTREX	CENTREX	UNE Port-ISDN (BRI)	CENTREX	UNE Port-DS1/ISDN-PRI (incl. DS1 line port)	DS1/ISDN(PRI)	UNE Port-PBX DID	PBX DID	UNE Dedicated Transport (incl.DS1 and DS3)	HICAP	UNE Platform	Analogous Retail Service	Interconnection Trunks	ILEC Dedicated Trunks
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<b>Business Rules:</b>	Excludes customer requested due dates beyond interval offered, and orders delayed for customer reasons.																												
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• Incorporation of the results for Projects is currently under study by the ILECs. Parties have agreed to study projects for “up to 50 lines”.</li> <li>• The most relevant retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> <li>• Currently, Nevada Bell can not differentiate between residential and business 2- wire (8db) therefore, the Measurable Standard for such loops is POTS-Business.</li> </ul>																												

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 8

**Title:** Percent Completed Within Standard Interval

<i>Area</i>	<i>Requirement Description</i>																												
<b>Description:</b>	Measures of orders completed within the standard interval of receipt of valid, error-free service request.																												
<b>Method of Calculation:</b>	Total New, Move and Change Orders Completed Within the Standard interval of Receipt of Valid, Error-free Service Request / Total New, Move and Change Orders																												
<b>Report Period:</b>	Monthly																												
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and ILEC Affiliates																												
<b>Reported By:</b>	By service group type excluding services with flexible due dates.																												
<b>Geographic Level:</b>	Statewide																												
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"><b>Parity for UNE measured for the following UNEs:</b></td> <td style="width: 50%; vertical-align: top;"><b>Comparable Retail Product:</b></td> </tr> <tr> <td>2/4w (8db) analog loop (incl. Coin/analog PBX)</td> <td>POTS - Business (fielded)</td> </tr> <tr> <td>2/4w (5.5 db) assured analog loop</td> <td>POTS - Business (Assured)</td> </tr> <tr> <td>2w digital loop(ISDN capable)</td> <td>ISDN(BRI)</td> </tr> <tr> <td>2w digital loop(xDSL capable)</td> <td>xDSL</td> </tr> <tr> <td>4w digital loop (1.544Mbps capable/HDSL)</td> <td>ISDN(PRI)/DS1</td> </tr> <tr> <td>UNE Port-Basic Analog/Coin</td> <td>POTS - Business (fielded)</td> </tr> <tr> <td>UNE Port-CENTREX</td> <td>CENTREX</td> </tr> <tr> <td>UNE Port-ISDN (BRI)</td> <td>CENTREX</td> </tr> <tr> <td>UNE Port-DS1/ISDN-PRI (incl. DS1 line port)</td> <td>DS1/ISDN(PRI)</td> </tr> <tr> <td>UNE Port-PBX DID</td> <td>PBX DID</td> </tr> <tr> <td>UNE Dedicated Transport (incl.DS1 and DS3)</td> <td>HICAP</td> </tr> <tr> <td>UNE Platform</td> <td>Analogous Retail Service</td> </tr> <tr> <td>Interconnection Trunks</td> <td>ILEC Dedicated Trunks</td> </tr> </table>	<b>Parity for UNE measured for the following UNEs:</b>	<b>Comparable Retail Product:</b>	2/4w (8db) analog loop (incl. Coin/analog PBX)	POTS - Business (fielded)	2/4w (5.5 db) assured analog loop	POTS - Business (Assured)	2w digital loop(ISDN capable)	ISDN(BRI)	2w digital loop(xDSL capable)	xDSL	4w digital loop (1.544Mbps capable/HDSL)	ISDN(PRI)/DS1	UNE Port-Basic Analog/Coin	POTS - Business (fielded)	UNE Port-CENTREX	CENTREX	UNE Port-ISDN (BRI)	CENTREX	UNE Port-DS1/ISDN-PRI (incl. DS1 line port)	DS1/ISDN(PRI)	UNE Port-PBX DID	PBX DID	UNE Dedicated Transport (incl.DS1 and DS3)	HICAP	UNE Platform	Analogous Retail Service	Interconnection Trunks	ILEC Dedicated Trunks
<b>Parity for UNE measured for the following UNEs:</b>	<b>Comparable Retail Product:</b>																												
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Interconnection Trunks	ILEC Dedicated Trunks																												
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes customer requested due dates greater than the standard interval, and orders delayed for customer reasons.</li> <li>• Excludes services with flexible due date i.e., Basic Exchange services/POTS</li> </ul>																												
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• Incorporation of the results for Projects is currently under study by the ILECs. Parties have agreed to study projects for “up to 50 lines”.</li> <li>• The most relevant retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>																												

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 9

**Title:** Coordinated Customer Conversion as a Percentage On-Time

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percentage of coordinated orders (TBCC/CHC) completed on time* for all orders where CLEC has requested coordination (including PNP).  * Note: "On time" means within one hour of committed order due time		
<b>Method of Calculation:</b>	((Number of coordinated orders completed by due date and time) / (Count of coordinated orders completed in reporting period)) x 100		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates		
<b>Reported By:</b>	Residence and Business conversions, including PNP		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; vertical-align: top;"> <p><b>Resale / Wholesale</b></p> <ul style="list-style-type: none"> <li>• Coor. Conversions (Res.)</li> <li>• Coor. Conversions (Bus.)</li> <li>• Coor. Conversions (PNP-Port Out)</li> </ul> </td> <td style="text-align: center; vertical-align: top;"> <p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• Coor. Conv. - Residence</li> <li>• Coor. Conv. -Business</li> <li>• Coor. Conv. - (PNP-Port In/Back)</li> </ul> </td> </tr> </table>	<p><b>Resale / Wholesale</b></p> <ul style="list-style-type: none"> <li>• Coor. Conversions (Res.)</li> <li>• Coor. Conversions (Bus.)</li> <li>• Coor. Conversions (PNP-Port Out)</li> </ul>	<p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• Coor. Conv. - Residence</li> <li>• Coor. Conv. -Business</li> <li>• Coor. Conv. - (PNP-Port In/Back)</li> </ul>
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes CLEC caused misses</li> <li>• Applies to CLEC requested coordinated orders only (including Number Portability orders where coordination is requested by the CLEC).</li> </ul>		
<b>Notes:</b>			

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 10

**Title:** PNP Network Provisioning

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures PNP network provisioning failures as a percentage of the total number of NPAC broadcasts of telephone number subscription versions to port.
<b>Method of Calculation:</b>	(Total number of PNP network provisioning failures / Total number of NPAC porting broadcasts) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and ILEC Affiliates
<b>Reported By:</b>	
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>(Issue to be resolved)</b>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Provisioning failure data will be collected at two points in the provisioning process:               <ul style="list-style-type: none"> <li>• Partial failures of NPAC broadcasts to reach and be processed by the ILEC LSMS</li> <li>• Individual network database failures - failures to provision between the ILEC LSMS and PNP network databases (STP or SCP)</li> </ul> </li> <li>• Excludes total failures from the NPAC to <i>all</i> LSMS systems.</li> <li>• Excludes broadcasts failing due to a lack of GTT information made available to ILEC ( no SS7 signaling agreement in place between ILEC and CLEC)</li> </ul>
<b>Notes:</b>	



# Performance Measurements

## Report Requirements

### Provisioning

### Measure 11

**Title:** Percent of Due Dates Missed

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percent of new, move and change orders where installation was not completed by the due date.		
<b>Method of Calculation:</b>	(Total Number of Missed Due Dates Due to ILEC Reasons for New, Move and Change Orders / Total Number of New, Move and Change Orders) x 100		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Reported By:</b>	By service group type and Field Work/No Field Work as appropriate		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 60%;"> <p><i>Parity for UNE measured for the following UNEs:</i></p> <ul style="list-style-type: none"> <li>2/4w (8db) analog loop (incl. Coin/analog PBX)</li> <li>2/4w (5.5 db) assured analog loop</li> <li>2w digital loop(ISDN capable)</li> <li>2w digital loop(xDSL capable)</li> <li>4w digital loop (1.544Mbps capable/HDSL)</li> <li>UNE Port–Basic Analog/Coin</li> <li>UNE Port–CENTREX</li> <li>UNE Port–ISDN (BRI)</li> <li>UNE Port–DS1/ISDN-PRI (incl. DS1 line port)</li> <li>UNE Port–PBX DID</li> <li>UNE Dedicated Transport (incl.DS1 and DS3)</li> <li>UNE Platform</li> <li>Interconnection Trunks</li> </ul> </td> <td style="vertical-align: top; width: 40%;"> <p><i>Comparable Retail Product:</i></p> <ul style="list-style-type: none"> <li>POTS - Business (fielded)</li> <li>POTS - Business (Assured)</li> <li>ISDN(BRI)</li> <li>xDSL</li> <li>ISDN(PRI)/DS1</li> <li>POTS - Business (fielded)</li> <li>CENTREX</li> <li>CENTREX</li> <li>DS1/ISDN(PRI)</li> <li>PBX DID</li> <li>HICAP</li> <li>Analogous Retail Service</li> <li>ILEC Dedicated Trunks</li> </ul> </td> </tr> </table>	<p><i>Parity for UNE measured for the following UNEs:</i></p> <ul style="list-style-type: none"> <li>2/4w (8db) analog loop (incl. Coin/analog PBX)</li> <li>2/4w (5.5 db) assured analog loop</li> <li>2w digital loop(ISDN capable)</li> <li>2w digital loop(xDSL capable)</li> <li>4w digital loop (1.544Mbps capable/HDSL)</li> <li>UNE Port–Basic Analog/Coin</li> <li>UNE Port–CENTREX</li> <li>UNE Port–ISDN (BRI)</li> <li>UNE Port–DS1/ISDN-PRI (incl. DS1 line port)</li> <li>UNE Port–PBX DID</li> <li>UNE Dedicated Transport (incl.DS1 and DS3)</li> <li>UNE Platform</li> <li>Interconnection Trunks</li> </ul>	<p><i>Comparable Retail Product:</i></p> <ul style="list-style-type: none"> <li>POTS - Business (fielded)</li> <li>POTS - Business (Assured)</li> <li>ISDN(BRI)</li> <li>xDSL</li> <li>ISDN(PRI)/DS1</li> <li>POTS - Business (fielded)</li> <li>CENTREX</li> <li>CENTREX</li> <li>DS1/ISDN(PRI)</li> <li>PBX DID</li> <li>HICAP</li> <li>Analogous Retail Service</li> <li>ILEC Dedicated Trunks</li> </ul>
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes customer misses</li> <li>• Due date is defined as either original due date or final due date if the original due date was missed due to customer reasons.</li> </ul>		
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Missed Appointment reason codes as diagnostic data.</li> <li>• The most relevant retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>		

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 12

**Title:** Percent of Due Dates Missed Due to Lack of Facilities

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percent of new, move and change orders missed due to lack of facilities.  Note: Results also included in Measure "Percent Missed Due Dates"		
<b>Method of Calculation:</b>	$\left( \frac{\text{Total New, Move and Change Orders Missed Due Dates Due to Lack of Facilities}}{\text{Total Number of New, Move and Change Orders}} \right) \times 100$		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Reported By:</b>	By service group type and Field Work/No Field Work as appropriate		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><i>Parity for UNE measured for the following UNEs:</i></p> <ul style="list-style-type: none"> <li>2/4w (8db) analog loop (incl. Coin/analog PBX)</li> <li>2/4w (5.5 db) assured analog loop</li> <li>2w digital loop(ISDN capable)</li> <li>2w digital loop(xDSL capable)</li> <li>4w digital loop (1.544Mbps capable/HDSL)</li> <li>UNE Dedicated Transport (incl.DS1 and DS3)</li> <li>UNE Platform</li> <li>Interconnection Trunks</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <p><i>Comparable Retail Product:</i></p> <ul style="list-style-type: none"> <li>POTS - Business (fielded)</li> <li>POTS - Business (Assured)</li> <li>ISDN(BRI)</li> <li>xDSL</li> <li>ISDN(PRI)/DS1</li> <li>HICAP</li> <li>Analogous Retail Service</li> <li>ILEC Dedicated Trunks</li> </ul> </td> </tr> </table>	<p><i>Parity for UNE measured for the following UNEs:</i></p> <ul style="list-style-type: none"> <li>2/4w (8db) analog loop (incl. Coin/analog PBX)</li> <li>2/4w (5.5 db) assured analog loop</li> <li>2w digital loop(ISDN capable)</li> <li>2w digital loop(xDSL capable)</li> <li>4w digital loop (1.544Mbps capable/HDSL)</li> <li>UNE Dedicated Transport (incl.DS1 and DS3)</li> <li>UNE Platform</li> <li>Interconnection Trunks</li> </ul>	<p><i>Comparable Retail Product:</i></p> <ul style="list-style-type: none"> <li>POTS - Business (fielded)</li> <li>POTS - Business (Assured)</li> <li>ISDN(BRI)</li> <li>xDSL</li> <li>ISDN(PRI)/DS1</li> <li>HICAP</li> <li>Analogous Retail Service</li> <li>ILEC Dedicated Trunks</li> </ul>
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<b>Business Rules:</b>	Due date is defined as either original due date or final due date if the original due date was missed due to customer reasons.		
<b>Notes:</b>	The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.		

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 13

**Title:** Delay Order Interval to Completion Date (For Lack of Facilities)

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the average calendar days from due date to completion date on company missed orders due to lack of ILEC facilities.		
<b>Method of Calculation:</b>	Sum (Completion Date - Committed Order Due Date (for orders missed due to lack of ILEC facilities)) / (Number of Orders Missed due to Lack of ILEC Facilities in the Reporting Period)		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By service group type</li> <li>• Disaggregated by 1-30 days, 31-90 days and &gt;90 days</li> </ul>		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><i>Parity for UNE measured for the following UNEs:</i></p> <p>2/4w (8db) analog loop (incl. Coin/analog PBX)</p> <p>2/4w (5.5 db) assured analog loop</p> <p>2w digital loop(ISDN capable)</p> <p>2w digital loop(xDSL capable)</p> <p>4w digital loop (1.544MBPS capable/HDSL)</p> <p>UNE Dedicated Transport</p> <p>UNE Platform</p> <p>Interconnection Trunks</p> </td> <td style="vertical-align: top; width: 50%;"> <p><i>Comparable Retail Product:</i></p> <p>POTS - Business (fielded)</p> <p>POTS - Business (Assured)</p> <p>ISDN(BRI)</p> <p>xDSL</p> <p>ISDN(PRI)/DS1</p> <p>HICAP</p> <p>Analogous Retail Service</p> <p>ILEC Dedicated Trunks</p> </td> </tr> </table>	<p><i>Parity for UNE measured for the following UNEs:</i></p> <p>2/4w (8db) analog loop (incl. Coin/analog PBX)</p> <p>2/4w (5.5 db) assured analog loop</p> <p>2w digital loop(ISDN capable)</p> <p>2w digital loop(xDSL capable)</p> <p>4w digital loop (1.544MBPS capable/HDSL)</p> <p>UNE Dedicated Transport</p> <p>UNE Platform</p> <p>Interconnection Trunks</p>	<p><i>Comparable Retail Product:</i></p> <p>POTS - Business (fielded)</p> <p>POTS - Business (Assured)</p> <p>ISDN(BRI)</p> <p>xDSL</p> <p>ISDN(PRI)/DS1</p> <p>HICAP</p> <p>Analogous Retail Service</p> <p>ILEC Dedicated Trunks</p>
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<b>Business Rules:</b>			
<b>Notes:</b>	The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.		

# Performance Measurements

## Report Requirements

### Provisioning

### Measure 14

**Title:** Held Order Interval

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the time period that service orders are not completed by the original due dates for all ILEC reasons (including lack of facilities).		
<b>Method of Calculation:</b>	Sum (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past the Committed Due Date) <i>Note: For all orders pending and past the committed due date.</i>		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates		
<b>Reported By:</b>	By service group type		
<b>Geographic Level:</b>	Statewide		
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<b>Business Rules:</b>	Excludes customer caused misses.		
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Missed Appointment reason codes as diagnostic data.</li> <li>• The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>		

# *Performance Measurements*

## *Report Requirements*

### Provisioning

### Measure 15

#### *Title:* Provisioning Trouble Reports (Prior to Service Order Completion)

<i>Area</i>	<i>Requirement Description</i>		
<i>Description:</i>	Measures the percent of troubles that are reported (via customer or indirectly by CLEC) that occur during the provisioning process.		
<i>Method of Calculation:</i>	(Number of trouble reports that occur from the time of service order creation, up to and including the date of service order completion)/ (Total Number of service orders in reporting period)		
<i>Report Period:</i>	Monthly		
<i>Report Structure:</i>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates		
<i>Reported By:</i>	<ul style="list-style-type: none"> <li>• By Resale, UNE Loop, UNE Port and PNP</li> <li>• By Affecting Service and Out of Service</li> </ul>		
<i>Geographic Level:</i>	Statewide		
<i>Measurable Standard:</i>	<p><b>Parity</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Resale / Wholesale</b></p> <ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE Loop</li> <li>• UNE Port</li> <li>• PNP - Port Out</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• Retail services</li> <li>• Retail services (outside plant disposition codes)</li> <li>• Retail services (central office disposition codes)</li> <li>• <b>(Issue still to be resolved)</b></li> </ul> </td> </tr> </table>	<p><b>Resale / Wholesale</b></p> <ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE Loop</li> <li>• UNE Port</li> <li>• PNP - Port Out</li> </ul>	<p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• Retail services</li> <li>• Retail services (outside plant disposition codes)</li> <li>• Retail services (central office disposition codes)</li> <li>• <b>(Issue still to be resolved)</b></li> </ul>
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<i>Business Rules:</i>	<ul style="list-style-type: none"> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports (circuit reports for which ILEC has no records)</li> <li>• Excludes ILEC employee generated reports</li> </ul>		
<i>Notes:</i>	When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.		

# Performance Measurements

## Report Requirements

### Provisioning

### Measure 16

**Title:** Percentage Troubles in 30 Days for New Orders

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percent of network customer trouble reports received within 30 calendar days of service order completion.		
<b>Method of Calculation:</b>	(Total Number of Customer Trouble reports received within 30 calendar days of service order completion / Total Number of new, move and change completed orders) x 100		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Reported By:</b>	By service group type (including PNP)		
<b>Geographic Level:</b>	Statewide		
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes troubles associated with inside wire</li> <li>• Excludes Trouble Reports Received on the Due Date (which instead are reported in the “Provisioning Troubles” measure)</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports (circuit reports for which ILEC has no records)</li> <li>• Excludes ILEC employee generated reports</li> </ul>		
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.</li> <li>• The most Relevant retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>		

## *Performance Measurements Report Requirements*

***Provisioning***

**Measure 17**

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<i>Area</i>	<i>Requirement Description</i>
<i>Description:</i>	
<i>Method of Calculation:</i>	
<i>Report Period:</i>	
<i>Report Structure:</i>	
<i>Reported By:</i>	
<i>Geographic Level:</i>	
<i>Measurable Standard:</i>	
<i>Business Rules:</i>	
<i>Notes:</i>	

## *Performance Measurements Report Requirements*

### Provisioning

### Measure 18

**Title:** Average Completion Notice Interval

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time per order to issue notification to CLEC of a completed order.
<b>Method of Calculation:</b>	Sum ((Date and Time of Completion Notification to CLEC) - (Date and Time of Work Completion)) / (Number of Orders Completed)
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, and by ILEC Affiliates
<b>Reported By:</b>	All interfaces
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark</b></p> <ul style="list-style-type: none"> <li>• Fully electronic(LEX, EDI): <b>(Issue to be resolved)</b></li> <li>• All other interfaces: Standard– 90% within 24 hours</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• 24 hour clock is used to measure interval for manual process</li> <li>• Excludes weekends and ILEC published holidays</li> </ul>
<b>Notes:</b>	Diagnostic Benchmark established for June, July and August 1999 data at 95% in 15 minutes. Nevada Bell and CLECs need to review data and discuss final benchmark for this sub-measure.



# Performance Measurements Report Requirements

## Maintenance

## Measure 19

**Title:** Customer Trouble Report Rate

<i>Area</i>	<i>Requirement Description</i>																														
<b>Description:</b>	Measures the total number of network customer trouble reports received within a calendar month per 100 circuits/UNEs.																														
<b>Method of Calculation:</b>	(Total Number of Customer initial and repeat network trouble reports / Number of access lines/circuits/UNEs in service at the end of the prior reporting period) x 100																														
<b>Report Period:</b>	Monthly																														
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates																														
<b>Report By:</b>	By service group type (including PNP ) & NXX Code Opening Troubles																														
<b>Geographic Level:</b>	Statewide																														
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports (circuit reports for which ILEC has no records)</li> <li>• Access line/circuit count taken from previous month</li> <li>• Excludes ILEC employee generated reports</li> </ul>																														
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.</li> <li>• The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>																														

# Performance Measurements

## Report Requirements

### Maintenance

### Measure 20

**Title:** Percentage of Customer Trouble Not Resolved Within Estimated Time

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percent of trouble reports not cleared by the commitment time.		
<b>Method of Calculation:</b>	(Total network trouble reports not cleared by the commitment time for ILEC reasons / Total network trouble reports completed) x 100		
<b>Report Period:</b>	Monthly		
<b>Report Structure :</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• By service group type (including PNP) &amp; NXX Code Opening Troubles</li> <li>• By dispatch and no dispatch</li> </ul>		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><i>Parity for UNE measured for the following UNEs:</i></p> <p>2/4w (8db) analog loop (incl. Coin/analog PBX)</p> <p>2/4w (5.5 db) assured analog loop</p> <p>2w digital loop(ISDN capable)</p> <p>2w digital loop(xDSL capable)</p> <p>4w digital loop (1.544Mbps capable/HDSL)</p> <p>UNE Port–Basic Analog/Coin</p> <p>UNE Port–CENTREX</p> <p>UNE Port–ISDN (BRI)</p> <p>UNE Port–DS1/ISDN-PRI (incl. DS1 line port)</p> <p>UNE Port–PBX DID</p> <p>UNE Dedicated Transport (incl.DS1 and DS3)</p> <p>UNE Platform</p> <p>Interconnection Trunks</p> <p>PNP (Port-Out)</p> </td> <td style="width: 50%; vertical-align: top;"> <p><i>Comparable Retail Product:</i></p> <p>POTS - Business (fielded)</p> <p>POTS - Business (Assured)</p> <p>ISDN(BRI)</p> <p>xDSL</p> <p>ISDN(PRI)/DS1</p> <p>POTS - Business (fielded)</p> <p>CENTREX</p> <p>CENTREX</p> <p>DS1/ISDN(PRI)</p> <p>PBX DID</p> <p>HICAP</p> <p>Analogous Retail Service</p> <p>LEC Dedicated Trunks</p> <p><b>(Issue to be resolved)</b></p> </td> </tr> </table>	<p><i>Parity for UNE measured for the following UNEs:</i></p> <p>2/4w (8db) analog loop (incl. Coin/analog PBX)</p> <p>2/4w (5.5 db) assured analog loop</p> <p>2w digital loop(ISDN capable)</p> <p>2w digital loop(xDSL capable)</p> <p>4w digital loop (1.544Mbps capable/HDSL)</p> <p>UNE Port–Basic Analog/Coin</p> <p>UNE Port–CENTREX</p> <p>UNE Port–ISDN (BRI)</p> <p>UNE Port–DS1/ISDN-PRI (incl. DS1 line port)</p> <p>UNE Port–PBX DID</p> <p>UNE Dedicated Transport (incl.DS1 and DS3)</p> <p>UNE Platform</p> <p>Interconnection Trunks</p> <p>PNP (Port-Out)</p>	<p><i>Comparable Retail Product:</i></p> <p>POTS - Business (fielded)</p> <p>POTS - Business (Assured)</p> <p>ISDN(BRI)</p> <p>xDSL</p> <p>ISDN(PRI)/DS1</p> <p>POTS - Business (fielded)</p> <p>CENTREX</p> <p>CENTREX</p> <p>DS1/ISDN(PRI)</p> <p>PBX DID</p> <p>HICAP</p> <p>Analogous Retail Service</p> <p>LEC Dedicated Trunks</p> <p><b>(Issue to be resolved)</b></p>
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports (circuit reports which ILEC has no records on)</li> <li>• Excludes ILEC employee generated reports</li> <li>• Excludes customer caused misses</li> </ul>		
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.</li> <li>• The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>		

# Performance Measurements Report Requirements

## Maintenance

## Measure 21

**Title:** Average Time to Restore

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble is cleared.		
<b>Method of Calculation:</b>	(Total duration of customer network trouble reports) / (Total customer network trouble reports)		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By service group type (including PNP) &amp; NXX Code Opening Troubles</li> <li>• By dispatch and no dispatch</li> </ul>		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; vertical-align: top;"> <p><i>Parity for UNE measured for the following UNEs:</i></p> <p>2/4w (8db) analog loop (incl. Coin/analog PBX)</p> <p>2/4w (5.5 db) assured analog loop</p> <p>2w digital loop(ISDN capable)</p> <p>2w digital loop(xDSL capable)</p> <p>4w digital loop (1.544Mbps capable/HDSL)</p> <p>UNE Port–Basic Analog/Coin</p> <p>UNE Port–CENTREX</p> <p>UNE Port–ISDN (BRI)</p> <p>UNE Port–DS1/ISDN-PRI (incl. DS1 line port)</p> <p>UNE Port–PBX DID</p> <p>UNE Dedicated Transport (incl.DS1 and DS3)</p> <p>UNE Platform</p> <p>Interconnection Trunks</p> <p>PNP (Port-Out)</p> </td> <td style="width: 40%; vertical-align: top;"> <p><i>Comparable Retail Product:</i></p> <p>POTS - Business (fielded)</p> <p>POTS - Business (Assured)</p> <p>ISDN(BRI)</p> <p>xDSL</p> <p>ISDN(PRI)/DS 1</p> <p>POTS - Business (fielded)</p> <p>CENTREX</p> <p>CENTREX</p> <p>DS1/ISDN(PRI)</p> <p>PBX DID</p> <p>HICAP</p> <p>Analogous Retail Service</p> <p>ILEC Dedicated Trunks</p> <p><b>(Issue to be resolved)</b></p> </td> </tr> </table>	<p><i>Parity for UNE measured for the following UNEs:</i></p> <p>2/4w (8db) analog loop (incl. Coin/analog PBX)</p> <p>2/4w (5.5 db) assured analog loop</p> <p>2w digital loop(ISDN capable)</p> <p>2w digital loop(xDSL capable)</p> <p>4w digital loop (1.544Mbps capable/HDSL)</p> <p>UNE Port–Basic Analog/Coin</p> <p>UNE Port–CENTREX</p> <p>UNE Port–ISDN (BRI)</p> <p>UNE Port–DS1/ISDN-PRI (incl. DS1 line port)</p> <p>UNE Port–PBX DID</p> <p>UNE Dedicated Transport (incl.DS1 and DS3)</p> <p>UNE Platform</p> <p>Interconnection Trunks</p> <p>PNP (Port-Out)</p>	<p><i>Comparable Retail Product:</i></p> <p>POTS - Business (fielded)</p> <p>POTS - Business (Assured)</p> <p>ISDN(BRI)</p> <p>xDSL</p> <p>ISDN(PRI)/DS 1</p> <p>POTS - Business (fielded)</p> <p>CENTREX</p> <p>CENTREX</p> <p>DS1/ISDN(PRI)</p> <p>PBX DID</p> <p>HICAP</p> <p>Analogous Retail Service</p> <p>ILEC Dedicated Trunks</p> <p><b>(Issue to be resolved)</b></p>
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<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports (circuit reports which ILEC has no records on)</li> <li>• Excludes ILEC employee generated reports</li> </ul>		
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.</li> <li>• The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>		

# *Performance Measurements*

## *Report Requirements*

### Maintenance

### Measure 22

**Title:** POTS Out of Service Less Than 24 Hours

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percent of POTS out-of-service trouble reports cleared in less than 24 hours.		
<b>Method of Calculation:</b>	(Total number of out of service network troubles cleared in less than 24 hours / Total number of out of service network troubles reported) x 100  <i>Note: For non-design services only</i>		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Reported By:</b>	By POTS Residence and Business (Resale and UNE)		
<b>Geographic Level:</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale (POTS) is Retail (POTS)</b></p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><b>Parity for UNEs (Basic)</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db) analog loop</li> <li>• UNE Port – Basic Analog</li> <li>• UNE Platform – POTS</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• POTS - Business (fielded)</li> <li>• Analogous Retail POTS Service</li> </ul> </td> </tr> </table>	<p><b>Parity for UNEs (Basic)</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db) analog loop</li> <li>• UNE Port – Basic Analog</li> <li>• UNE Platform – POTS</li> </ul>	<p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• POTS - Business (fielded)</li> <li>• Analogous Retail POTS Service</li> </ul>
<p><b>Parity for UNEs (Basic)</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db) analog loop</li> <li>• UNE Port – Basic Analog</li> <li>• UNE Platform – POTS</li> </ul>	<p><b>Comparable Retail Product:</b></p> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• POTS - Business (fielded)</li> <li>• Analogous Retail POTS Service</li> </ul>		
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Residential and Business POTS only</li> <li>• Excludes no access</li> <li>• Interval for tickets received Saturday and Sunday begins no later than Monday morning</li> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports (circuit reports for which ILEC has no records)</li> <li>• Excludes ILEC employee generated reports</li> </ul>		
<b>Notes:</b>	When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.		

# Performance Measurements

## Report Requirements

### Maintenance

### Measure 23

**Title:** Frequency of Repeat Troubles in 30 Day Period

<i>Area</i>	<i>Requirement Description</i>		
<b>Description:</b>	Measures the percent of customer network trouble reports received within 30 calendar days of a previous report.		
<b>Method of Calculation:</b>	(Total customer network trouble reports received within 30 calendar days of a previous customer report / Total customer network trouble reports) x 100		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates		
<b>Report By:</b>	By service group type (including PNP) & NXX Code Opening Troubles		
<b>Geographic Level</b>	Statewide		
<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <p><b>Parity for UNE measured for the following UNEs:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           2/4w (8db) analog loop (incl. Coin/analog PBX)            2/4w (5.5 db) assured analog loop            2w digital loop(ISDN capable)            2w digital loop(xDSL capable)            4w digital loop (1.544Mbps capable/HDSL)            UNE Port–Basic Analog/Coin            UNE Port–CENTREX            UNE Port–ISDN (BRI)            UNE Port–DS1/ISDN-PRI (incl. DS1 line port)            UNE Port–PBX DID            UNE Dedicated Transport (incl.DS1 and DS3)            UNE Platform            Interconnection Trunks            PNP (Port-Out)         </td> <td style="width: 50%; vertical-align: top;"> <b>Nevada Bell Retail</b>             POTS - Business (fielded)             POTS - Business (Assured)            ISDN(BRI)            xDSL            ISDN(PRI)/DS1             POTS - Business (fielded)            CENTREX            CENTREX            DS1/ISDN(PRI)             PBX DID            HICAP             Analogous Retail Service            ILEC Dedicated Trunks  <b>(Issue to be resolved)</b> </td> </tr> </table>	2/4w (8db) analog loop (incl. Coin/analog PBX) 2/4w (5.5 db) assured analog loop 2w digital loop(ISDN capable) 2w digital loop(xDSL capable) 4w digital loop (1.544Mbps capable/HDSL) UNE Port–Basic Analog/Coin UNE Port–CENTREX UNE Port–ISDN (BRI) UNE Port–DS1/ISDN-PRI (incl. DS1 line port) UNE Port–PBX DID UNE Dedicated Transport (incl.DS1 and DS3) UNE Platform Interconnection Trunks PNP (Port-Out)	<b>Nevada Bell Retail</b>  POTS - Business (fielded)  POTS - Business (Assured) ISDN(BRI) xDSL ISDN(PRI)/DS1  POTS - Business (fielded) CENTREX CENTREX DS1/ISDN(PRI)  PBX DID HICAP  Analogous Retail Service ILEC Dedicated Trunks <b>(Issue to be resolved)</b>
2/4w (8db) analog loop (incl. Coin/analog PBX) 2/4w (5.5 db) assured analog loop 2w digital loop(ISDN capable) 2w digital loop(xDSL capable) 4w digital loop (1.544Mbps capable/HDSL) UNE Port–Basic Analog/Coin UNE Port–CENTREX UNE Port–ISDN (BRI) UNE Port–DS1/ISDN-PRI (incl. DS1 line port) UNE Port–PBX DID UNE Dedicated Transport (incl.DS1 and DS3) UNE Platform Interconnection Trunks PNP (Port-Out)	<b>Nevada Bell Retail</b>  POTS - Business (fielded)  POTS - Business (Assured) ISDN(BRI) xDSL ISDN(PRI)/DS1  POTS - Business (fielded) CENTREX CENTREX DS1/ISDN(PRI)  PBX DID HICAP  Analogous Retail Service ILEC Dedicated Trunks <b>(Issue to be resolved)</b>		
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Excludes CPE and IEC/CLEC caused troubles</li> <li>• Excludes troubles associated with inside wiring</li> <li>• Excludes Subsequent reports</li> <li>• Excludes Message Reports</li> <li>• Excludes ILEC employee generated reports</li> </ul>		
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• When results are less than parity for a reporting period, ILECs will provide disaggregation by Maintenance Disposition codes as diagnostic data.</li> <li>• The most relevant Retail DSL service will be used by Nevada Bell for comparison when DSL services are provided in the state of Nevada.</li> </ul>		

# *Performance Measurements*

## *Report Requirements*

### Network Performance

### Measure 24

**Title:** Percent Blocking on Common Trunks

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of common and shared transport trunk groups exceeding 2% blockage.  <i>Note: Includes histogram distribution chart</i>
<b>Method of Calculation:</b>	(Number of common and shared transport trunk groups exceeding 2% blockage / Total number of common and shared transport trunk groups) x 100
<b>Report Period:</b>	Monthly (Exception Reporting Only)
<b>Report Structure:</b>	Reported by common/shared transport trunk group .
<b>Report By:</b>	By Central Office and Trunk type where individual trunk types can be distinguished
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark:</b> 2 % of trunk groups blocking at no more than 2 %
<b>Business Rules:</b>	
<b>Notes:</b>	Measured by: <ul style="list-style-type: none"> <li>• Trunk type (e.g., EAS, Toll, InterLATA, 911, etc.)</li> <li>• Total trunk groups</li> <li>• Percent Blocking</li> <li>• Location "A"</li> <li>• Report month</li> <li>• Threshold exceptions</li> </ul>

# *Performance Measurements*

## *Report Requirements*

### Network Performance

### Measure 25

**Title:** Percent Blocking on Interconnection Trunks

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of final dedicated interconnection trunk groups exceeding 2% blockage.  <i>Notes:</i> 1) Includes histogram distribution chart. 2) Applies to those trunks where the ILEC has augmentation control. 3) Does not apply when trunks are provisioned as two-way trunks.
<b>Method of Calculation:</b>	(Number of final dedicated interconnection trunk groups exceeding 2% blockage / Total number of final dedicated interconnection trunk groups) x 100
<b>Report Period:</b>	Monthly (Exception Reporting Only)
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates
<b>Report By:</b>	By Central Office and Trunk type where individual trunk types can be distinguished
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Parity</b>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Only measured on trunks where ILEC has outgoing traffic to CLECs, and where ILEC controls trunk capacity.</li> <li>• Threshold exception trunk detail Report month</li> </ul>
<b>Notes:</b>	Measured by: <ul style="list-style-type: none"> <li>• Trunk type (e.g., EAS, Toll, InterLATA, 911, etc.)</li> <li>• Total trunk groups</li> <li>• ILEC trunk groups</li> <li>• CLEC trunk groups</li> <li>• Threshold exceptions</li> <li>• ILEC end office to CLEC end office</li> <li>• ILEC tandem to CLEC end office</li> </ul>

## *Performance Measurements Report Requirements*

### Network Performance

### Measure 26

**Title:** NXX Loaded by LERG Effective Date

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the number of NXXs loaded and tested by the LERG effective date.
<b>Method of Calculation:</b>	$((\text{Number of NXXs loaded and tested by LERG effective date}) / (\text{Number of NXXs scheduled to be loaded and tested by LERG effective date})) \times 100$
<b>Report Period:</b>	Quarterly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	Reported for all NXX codes scheduled to be loaded in reporting period
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Parity:</b> Comparison made to results for loading Nevada Bell NXX codes by the LERG effective date.
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>Excludes any NXX codes with requested loading interval of less than the industry standard (currently 45 days).</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>NXX loading procedures include central office/tandem translations, verification of translations, call through testing, and AMA testing.</li> <li>TRUCALL billing validation testing is not used unless maintenance trouble is reported.</li> </ul>



# *Performance Measurements Report Requirements*

## Network Performance

## Measure 27

**Title:** Network Outage Notification

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the time period for notification of a network outage. To be measured for the following: <ul style="list-style-type: none"> <li>• Switching</li> <li>• Transport</li> <li>• Network Fire Related Incident</li> <li>• Network Blockage</li> <li>• 911</li> <li>• SS7</li> </ul>
<b>Method of Calculation:</b>	Sum (Date & Time of Outage Notification) - (Date & Time of ILEC Outage Awareness)/Number of Outages
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate , ILEC(if analog applies), and ILEC affiliates
<b>Report By:</b>	Switching transport, network fire related incident, network blockage, 911, SS7
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Parity</b>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Exception reporting only by central office.</li> <li>• Network incident notification date and time will be associated with the initial notification of an outage.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• CLECs will be notified of all qualifying outages</li> <li>• If ILECs develop a notification process which is parity by design, once all parties agree that complete parity is being provided, the ILECs may petition to have this measure deleted.</li> </ul>

## *Performance Measurements Report Requirements*

**Billing**

**Measure 28**

**Title:** Usage Timeliness

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	This measure captures the elapsed time between the recording of usage data generated either by CLEC retail customers or access usage associated with CLEC customers and the time when the data set, in a compliant format, is available for transmission to the CLEC.
<b>Method of Calculation:</b>	Sum ((Data Set Transmission Availability Date) - (Date of Message Recording)) / (Count of All Messages available for Transmission in Reporting Period)
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (IntraLATA and InterLATA, etc.)</li> <li>• Jointly provided switched access (associated with meet point billing)</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Parity for Resale and UNE:</b></p> <p><b>Benchmark for Jointly provided switched access</b> Standard - 95% within 5 days</p>
<b>Business Rules:</b>	
<b>Notes:</b>	This measurement assumes a daily transmission of usage to the CLECs. If the CLECs do not request daily transmissions, the measurement still applies based upon transmission availability date, however the actual timeliness of the usage received by the CLEC will vary depending upon their requirements for frequency of transmissions (e.g. weekly).

## *Performance Measurements Report Requirements*

***Billing***

**Measure 29**

**Title:** Accuracy of Usage Feed

<b><i>Area</i></b>	<b><i>Requirement Description</i></b>
<b><i>Description:</i></b>	<p>Measures the completeness of content, accuracy of information and conformance of formatting of the records the ILEC transmits to the CLEC in the reporting period.</p> <p><i>Note: This data will be reported by CLECs. If no data received from CLEC, ILEC will not report the measure.</i></p>
<b><i>Method of Calculation:</i></b>	<p>((Number of Usage Records Delivered in the Reporting Period That Reflected Complete Information Content and Proper Formatting) / (Total Number of Usage Records Transmitted)) x 100</p>
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLECs, CLECs in the aggregate
<b><i>Report By:</i></b>	
<b><i>Geographic Level:</i></b>	Statewide
<b><i>Measurable Standard:</i></b>	<p><b>Benchmark</b></p> <p><i>There is agreement that performance standard for this measure will not be established until a meeting with both ILECs and CLECs is held and criteria for this measure are defined and accepted by all parties.</i></p>
<b><i>Business Rules:</i></b>	
<b><i>Notes:</i></b>	

## *Performance Measurements Report Requirements*

***Billing***

**Measure 30**

**Title:** Wholesale Bill Timeliness

<i>Area</i>	<i>Requirement Description</i>
<b><i>Description:</i></b>	This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and the ILEC's transmission availability of the associated invoice to the CLEC. Disaggregated by: <ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (IntraLATA and InterLATA, etc.)</li> <li>• Facilities/Interconnection</li> </ul>
<b><i>Method of Calculation:</i></b>	Sum ((Invoice Transmission Availability Date) – (Date of Scheduled Bill Cycle Close*)) / (Count of Invoices Transmitted in Reporting Period)  *Bill Cycle Close = Bill Date
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLEC, CLECs in the aggregate, and by ILEC Affiliates
<b><i>Report By:</i></b>	<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (IntraLATA and InterLATA, etc.)</li> <li>• Facilities/Interconnection</li> </ul>
<b><i>Geographic Level:</i></b>	Statewide
<b><i>Measurable Standard:</i></b>	<b>Benchmark</b> Standard – 99% within 10 days
<b><i>Business Rules:</i></b>	<ul style="list-style-type: none"> <li>• Includes only mechanized bills.</li> <li>• Excludes paper bill, magnetic bill, CD ROM bill or Custom Bill diskette bill.</li> </ul>
<b><i>Notes:</i></b>	

## *Performance Measurements Report Requirements*

**Billing**

**Measure 31**

**Title:** Usage Completeness

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of usage charges appearing on the correct bill.
<b>Method of Calculation:</b>	(Count of usage charges on the bill that were recorded within last 30 days / total count of usage charges on the bill) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (IntraLATA and InterLATA, etc.)</li> <li>• Facilities/Interconnection</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Parity for Resale and UNE:</b></p> <p><b>Benchmark for Facilities/Interconnection</b> Standard – 95% Complete</p>
<b>Business Rules:</b>	Excludes summarized charges
<b>Notes:</b>	

## *Performance Measurements Report Requirements*

***Billing***

**Measure 32**

**Title:** Recurring Charge Completeness

<b><i>Area</i></b>	<b><i>Requirement Description</i></b>
<b><i>Description:</i></b>	Measures the percentage of fractional recurring charges appearing on the correct bill.
<b><i>Method of Calculation:</i></b>	(Count of fractional recurring charges that are on the correct bill* / total count of fractional recurring charges that are on the bill) x 100  *Correct bill = next available bill  <i>Note: Nevada Bell will provide by count of charges.</i>
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b><i>Report By:</i></b>	<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (IntraLATA and InterLATA, etc.)</li> <li>• Facilities/Interconnection</li> </ul>
<b><i>Geographic Level:</i></b>	Statewide
<b><i>Measurable Standard:</i></b>	<p><b>Parity for Resale and UNE POTS:</b></p> <p><b>Benchmark for Facilities/Interconnection and UNE Specials</b> Standard-90% Complete</p>
<b><i>Business Rules:</i></b>	The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.
<b><i>Notes:</i></b>	

## *Performance Measurements Report Requirements*

***Billing***

**Measure 33**

**Title:** Non-Recurring Charge Completeness

<b><i>Area</i></b>	<b><i>Requirement Description</i></b>
<b><i>Description:</i></b>	Measures the percentage of non-recurring charges appearing on the correct bill.
<b><i>Method of Calculation:</i></b>	<p>(Count of non-recurring charges that are on the correct bill / total count of non-recurring charges that are on the bill) x 100</p> <p>*Correct bill = next available bill</p> <p><i>Note: Nevada Bell will provide by count of charges.</i></p>
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies )and by ILEC Affiliates
<b><i>Report By:</i></b>	<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE (IntraLATA and InterLATA, etc.)</li> <li>• Facilities/Interconnection</li> </ul>
<b><i>Geographic Level:</i></b>	Statewide
<b><i>Measurable Standard:</i></b>	<p><b>Parity for Resale and UNE POTS:</b></p> <p><b>Benchmark for Facilities/Interconnection and UNE Specials:</b> Standard – 90% Complete</p>
<b><i>Business Rules:</i></b>	The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.
<b><i>Notes:</i></b>	

## *Performance Measurements Report Requirements*

***Billing***

**Measure 34**

**Title:** Bill Accuracy

<b><i>Area</i></b>	<b><i>Requirement Description</i></b>
<b><i>Description:</i></b>	Measures the percentage of the total bill amount that is not adjusted by correcting service orders or adjustments for the month.
<b><i>Method of Calculation:</i></b>	(Total monies billed without corrections/total monies billed) x 100
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies ) and by ILEC Affiliates
<b><i>Report By:</i></b>	<ul style="list-style-type: none"> <li>• Resale               <ul style="list-style-type: none"> <li>• Usage</li> <li>• Recurring Charges</li> <li>• Non-Recurring Charges</li> </ul> </li> <li>• UNE (IntraLATA and InterLATA, etc.)               <ul style="list-style-type: none"> <li>• Usage</li> <li>• Recurring Charges</li> <li>• Non-Recurring Charges</li> </ul> </li> <li>• Facilities/Interconnection               <ul style="list-style-type: none"> <li>• Usage</li> <li>• Recurring Charges</li> <li>• Non-Recurring Charges</li> </ul> </li> </ul>
<b><i>Geographic Level:</i></b>	Statewide
<b><i>Measurable Standard:</i></b>	<p><b>Parity for Resale and UNE POTS:</b></p> <p><b>Benchmark for Facilities/Interconnection and UNE Specials</b> Standard – 95% Accurate</p>
<b><i>Business Rules:</i></b>	
<b><i>Notes:</i></b>	



# *Performance Measurements Report Requirements*

**Billing**

**Measure 35**

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<i>Area</i>	<i>Requirement Description</i>
<i>Description:</i>	
<i>Method of Calculation:</i>	
<i>Report Period:</i>	
<i>Report Structure:</i>	
<i>Report By:</i>	
<i>Geographic Level:</i>	
<i>Measurable Standard:</i>	
<i>Business Rules:</i>	
<i>Notes:</i>	

# *Performance Measurements*

## *Report Requirements*

***Billing***

**Measure 36**

**Title:** Accuracy of Mechanized Bill Feed

<b><i>Area</i></b>	<b><i>Requirement Description</i></b>
<b><i>Description:</i></b>	<p>Measures the percentage of mechanized bill feeds that are accurately passed to the CLEC in the reporting period.</p> <p><i>Note: This data will be reported by CLECs. If no data received from CLEC, ILEC will not report the measure.</i></p>
<b><i>Method of Calculation:</i></b>	(Total # of files that passed / Total # of files sent in that reporting period) x 100
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLECs, CLECs in the aggregate
<b><i>Report By:</i></b>	
<b><i>Geographic Level:</i></b>	Statewide
<b><i>Measurable Standard:</i></b>	<p><b>Benchmark</b></p> <p><i>There is agreement that performance standard for this measure will not be established until a meeting with both ILECs and CLECs is held and criteria for this measure are defined and accepted by all parties.</i></p>
<b><i>Business Rules:</i></b>	
<b><i>Notes:</i></b>	

## *Performance Measurements Report Requirements*

### Database Updates

### Measure 37

**Title:** Average Database Update Interval

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time to update databases. <ul style="list-style-type: none"> <li>• <i>DA/Listings Database</i></li> </ul>
<b>Method of Calculation:</b>	$((\text{Completion Date \& Time}) - (\text{Update Submission Date \& Time})) / \text{Count of Updates Completed in Reporting Period}$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate , by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• Service Order generated updates</li> <li>• Direct gateway input</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Parity for service order generated updates:</b></p> <p><b>Benchmark for direct gateway input updates</b> Standard- 95% in 8 days</p>
<b>Business Rules:</b>	
<b>Notes:</b>	CLECs reserve the right to request additional databases be included in this measure.

## *Performance Measurements Report Requirements*

### Database Updates

### Measure 38

**Title:** Percent Database Accuracy

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of database updates completed without error. <ul style="list-style-type: none"> <li>• <i>911 Databases</i></li> <li>• <i>DA/Listings Database</i></li> </ul>
<b>Method of Calculation:</b>	$((\text{Count of Updates Completed without error}) / (\text{Count of Updates Completed})) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	Service Order generated updates
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Parity</b>
<b>Business Rules:</b>	Excludes CLEC caused errors
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• CLECs reserve the right to request additional databases be included in this measure.</li> <li>• Results for direct gateway input will be provided on a special study basis only and will not be provided as part of the monthly report.</li> </ul>

# *Performance Measurements*

## *Report Requirements*

### Database Updates

### Measure 39

**Title:** E911/911 MS Database Update Average

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of E911/911 database updates completed within 48 hours.
<b>Method of Calculation:</b>	(Number of records updated within 48 hours / Total number of records updated) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	Service order generated updates
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Parity</b>
<b>Business Rules:</b>	
<b>Notes:</b>	

## *Performance Measurements Report Requirements*

### Collocation

### Measure 40

**Title:** Average Time to Respond to a Collocation Request

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time an ILEC takes to respond to a CLEC's collocation request.
<b>Method of Calculation:</b>	$\text{Sum}((\text{Request Response Date}) - (\text{Request submission Date})) / \text{Count of Requests submitted in Reporting Period}$
<b>Report Period:</b>	Quarterly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate and by ILEC Affiliates
<b>Report By:</b>	<b>All Collocation</b> <ul style="list-style-type: none"> <li>• Space Availability</li> <li>• Price and Schedule Quote</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark</b> Standard - 95% in 10 calendar days for Space Availability Standard - 95% in 30 calendar days for Price and Schedule Quote
<b>Business Rules:</b>	Excludes orders canceled by CLEC
<b>Notes:</b>	

## *Performance Measurements Report Requirements*

### Collocation

### Measure 41

**Title:** Average Time to Provide a Collocation Arrangement

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time it takes an ILEC to complete (build) a collocation arrangement.
<b>Method of Calculation:</b>	<p>Sum((Date Collocation Arrangement is Complete)-(Date Application for Collocation Arrangement is approved* by ILEC)) / Total Number of Collocation Arrangements Completed during the Reporting Period</p> <p>*"Approved" means ILEC approves the application and has received, from CLEC, financial payment or bond.</p>
<b>Report Period:</b>	Quarterly
<b>Report Structure:</b>	Individual CLECs, CLECs in the aggregate and by ILEC Affiliates
<b>Report By:</b>	<p><b>All Collocation</b></p> <ul style="list-style-type: none"> <li>• New</li> <li>• Augment</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark</b></p> <p>Standard - 95% within 90 calendar days</p>
<b>Business Rules:</b>	Excludes orders canceled by CLEC
<b>Notes:</b>	

## *Performance Measurements Report Requirements*

### Interfaces

### Measure 42

**Title:** Percentage of Time Interface is Available

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures percent of time OSS interface is available compared to scheduled availability.
<b>Method of Calculation:</b>	$\frac{((\text{Number of Scheduled System Available Hours}) - (\text{Number of Unscheduled System Unavailable Hours}))}{\text{Scheduled System Available Hours}} \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	CLECs in the aggregate, by ILEC (if analog applies)
<b>Reported By:</b>	By interface type for all interfaces accessed by CLECs (e.g., pre-ordering, ordering, and maintenance)
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Parity for systems used by both ILEC and CLEC</b></p> <p><b>Benchmark for all other systems</b> Standard - 99.25%</p>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Outage hours are obtained from outage reports</li> <li>• Any change requests for extended availability during the reporting period are added to the scheduled hours.</li> </ul>
<b>Notes:</b>	



# *Performance Measurements*

## *Report Requirements*

### Interfaces

### Measure 43

**Title:** Average Notification of Interface Outages

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the time it takes the ILEC to notify the CLEC of an outage of an interface.
<b>Method of Calculation:</b>	$\frac{\text{Sum}(\text{Date and time of Outage Notification to CLECs}) - \text{Date and time of ILEC awareness of Interface Outage}}{\text{Total Number of Interface Outages}}$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, and by ILEC Affiliates
<b>Reported By:</b>	By interface type for all interfaces accessed by CLECs
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark</b> Standard – 97% in 15 minutes
<b>Business Rules:</b>	
<b>Notes:</b>	

# *Performance Measurements Report Requirements*

## Interfaces

## Measure 44

**Title:** Center Responsiveness

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time it takes the ILEC's work center to answer a call.
<b>Method of Calculation:</b>	Sum (Date and Time of Call answer - Date and Time of Call Receipt) / (Total calls answered by center))
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	CLECs in the aggregate, and by ILEC (if analog applies)
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• ILEC Ordering Center</li> <li>• ILEC Repair Center</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<ul style="list-style-type: none"> <li>• <b>Repair Centers Parity</b></li> <li>• <b>Ordering Centers Benchmark</b> Standard – average 15 seconds</li> </ul>
<b>Business Rules:</b>	
<b>Notes:</b>	Measured by individual queue, if applicable, in each ILEC center.

## **REPORTING PROCESS**

Performance reports will be provided by the fifteenth calendar day of the month succeeding the reporting period. The reporting period is the calendar month, unless otherwise noted. Positive reporting will be done for all measures, even those reported on an exception only basis.

When reporting begins on a new measure or for a new CLEC, the ILEC is only required to report results after a full calendar month of data is available.

For those measures where results appear to be statistically less than parity or not meeting the benchmark level, the ILEC will perform analysis of the data. This analysis will detail the underlying causes contributing to the reported performance results. This analysis will be made available to the same recipients as the monthly performance report thirty days after the website publication of the monthly results.

Authorized users will have access to monthly reports through an interactive website. Each CLEC will have access to its own data, aggregate CLEC data, and ILEC data. The Public Utilities Commission will have access to reports for all entities, including ILEC Affiliate data. ILEC Affiliate data will not be included in CLEC aggregate data.

In addition to the performance measure results themselves, the raw data supporting the results will be available to the CLECs and the Public Utilities Commission. Raw data will be archived for a period of 24 months to provide an adequate audit trail and will be retained with sufficient detail so that CLECs can reasonably reconcile the data captured by the ILEC (for the CLEC) with its own internal data. Furthermore, data that relates to the ILEC's own performance would be retained, at a consistent level of disaggregation comparable to that reported for the CLECs.

Nevada Bell will provide data which comprise the results and which is readily available from the systems which provide the reportable data. Nevada Bell will provide PON information associated with Ordering and Provisioning measures.

## SERVICE GROUP TYPE DISAGGREGATION

<i>Type</i>	<i>Nevada Bell</i>
<b>RESALE</b>	
Residential POTS	X
Business POTS	X
<b>ISDN</b>	
ISDN BRI	X
ISDN PRI	
<b>CENTREX</b>	
<b>PBX</b>	
PBX Analog	X
PBX DID	
<b>Specials (i.e., Designed Services)</b>	
DDS	X
DS-1/ISDN PRI	X
DS-3	X
VGPL/DS0	X
<b>UNBUNDLED NETWORK ELEMENTS</b>	
<b>UNE Loops</b>	
<b>Non-Designed</b>	
UNE Loop 8dB weighted 2/4 wire analog basic /Coin	X (incl. Analog PBX)
<b>Designed</b>	
UNE Loop 5.5dB 2 or 4 wire analog assured	X
UNE Loop 2 wire Digital ISDN Capable	X
UNE Loop 2 wire Digital xDSL Capable	X
UNE Loop 4 wire Digital (1.544Mbps Capable)/HDSL	X (incl. Digital PBX, HDSL)
UNE Loop PBX	
<b>UNE Port</b>	
<b>Non-Designed</b>	
UNE Port Analog (incl. PBX analog port)	X (incl. Coin)
UNE Port Coin	
<b>Designed</b>	
UNE Port Centrex	X
UNE Port ISDN BRI	X
UNE Port ISDN PRI (including DS-1 line port)	X
UNE Port PBX DID	X
<b>UNE Dedicated Transport</b>	
UNE Dedicated Transport DS-1	X
UNE Dedicated Transport DS-3	
<b>UNE PLATFORM</b>	
UNE Platform (i.e., loop + port + transport)	X
<b>INTERCONNECTION</b>	
Interconnection Trunks	X
<b>PNP</b>	
	X
<b>PROJECTS</b>	
Projects	X

Consensus on disaggregation is defined by the above matrix.

## SERVICE GROUP TYPE DISAGGREGATION

**INTERCONNECTION TRUNKS** will be included in measures: 2, 7, 8, 11, 12, 13, 14, 16, 19, 20, 21, 23, 25, 27, 31, 32, 33, 34.

**PNP** is considered a facilities based service group type. PNP will be a level of disaggregation for the following measures: 2, 4, 9, 10, 15, 16, 19, 20, 21, 23.

**PROJECTS** are defined as follows:

- POTS greater than 15 lines, for Specials greater than 6 lines, and UNE Loops greater than 20 loops.

Results for projects are being considered as a separate level of disaggregation for measurements 2, 3, and 7. For all other measures which have an SGT as a level of disaggregation, project results are included as part of the associated SGT.

- The current proposal being considered is the following:
  1. ILECs to study like sized projects, up to 50 lines, for CLEC/ILEC to determine if meaningful comparisons can be made. If this study shows that a meaningful comparison can be made, results for these types of projects will be reported for both ILECs and CLECs, and incentives applied as appropriate. ILECs have agreed to report this study, and study results are expected in April, 1999.
  2. If study results show that a meaningful comparison cannot be made, then the options are:
    - Report data, but no incentives apply.
    - Report no data on projects.

## **SERVICE ORDER TYPES**

- **New Service Installation**
- **Service Migrations without Changes**
- **Service Migrations with Changes**
- **Move and Change activities**
- **Feature Changes**
- **Service Disconnects**

## AUDITING

### **Initial Audit:**

The Parties agree that an Initial Audit will be performed to ensure that the individual ILEC reporting procedures are sound and that data collection and reporting are timely, accurate and complete. The Parties agree that the Initial Audit will include all systems, processes and procedures associated with the production and reporting of performance measurement results. This Audit will be completed by a third party auditor. The third party auditor will be jointly selected by the ILEC and the CLECs. If the parties cannot agree on the auditor, the auditors selected by each party will jointly determine the auditor. Costs for the Initial Audit will be borne by the ILEC.

Nevada Bell shall submit the results of their Initial Audits to the Commission, and will distribute copies (which include only non-proprietary information) to Parties on the PUC-N service list.

### **Annual Audits:**

The Parties also support an annual comprehensive audit of the ILECs' reporting procedures and reportable data. The Parties agree that the Annual Audit will include all systems, processes and procedures associated with the production and reporting of performance measurement results. This audit would be on behalf of all CLECs and will be performed by a third party auditor. The third party auditor conducting the Annual Audit will be selected by the same method as the selection of the auditor for the Initial Audit.

The ILEC will pay for fifty percent (50%) of the costs of the Annual Audits, and the other fifty percent (50%) of the costs will be divided among all CLECs for which measures are reported in any part of that year, in proportions mutually agreed to by the CLECs, and if no such agreement is reached, as determined by the Commission.

The comprehensive Annual Audits will be conducted every twelve (12) months, with the first such audit commencing twelve (12) months after the commencement of the Initial Audit. At its completion, the ILEC shall submit its annual comprehensive audit to the Commission, and distribute copies (which include only non-proprietary information) to parties on the OSS OII service list.

### **Mini – Audits:**

In addition to an annual audit, Nevada Bell and CLECs agree that the CLECs would have the right to mini-audits of individual performance measures/sub-measures during the year. When a CLEC has reason to believe the data collected for a measure is flawed or the reporting criteria for the measure is not being adhered to, it has the right to have a mini-audit performed on the specific measure/sub-measure upon written request (including e-mail), which will include the designation of a CLEC representative to engage in discussions with the ILEC about the requested mini-audit. If, 30 days after the CLEC's written request, the CLEC believes that the issue has not been resolved to its satisfaction, the CLEC will commence the mini-audit upon providing the ILEC with 5 business days advance written notice. Each CLEC would be limited to auditing three single measures/sub-measures during the audit year. The audit year shall commence with start of the Initial Audit or an Annual Audit. Mini-Audits may be requested for months including and subsequent to the month in which the Initial Audit or an Annual Audit was initiated. Mini-audits cannot be requested by a CLEC while the Initial Audit or an Annual Audit is being conducted (i.e. before completion).

Mini-Audits will include all systems, processes and procedures associated with the production

and reporting of performance measurement results for the audited measure/sub-measure. Mini-Audits will include two (2) months of data, and all parties agree that raw data supporting the performance measurement results will be available monthly to CLECs as described in the Reporting Process section (Section II.c) of this agreement.

No more than three (3) Mini-Audits will be conducted simultaneously unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/sub-measure shall count as one Mini-Audit for the purposes of this paragraph only.

Mini-Audits will be conducted by a third party auditor, selected by the same method as the selection of the auditor for the Initial Audit. The CLEC will pay for the costs of the third party auditor conducting the Mini-Audit unless the ILEC is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, the ILEC would pay for the costs of the third party auditor. Parties agree that the issue of whether the ILEC is “materially” at fault will be based on the parameters of failure to perform: “materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the Mini-Audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor.

If, during a Mini-Audit, it is found that for more than 50% of the measures in a major service category the ILEC is “materially” at fault (i.e., a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists), the entire service category will be re-audited at the expense of the ILEC. The major service categories for this purpose are:

- Pre-Ordering
- Ordering
- Provisioning
- Maintenance
- Network Performance
- Billing
- Database Updates
- Collocation
- Interfaces

Each Mini-Audit shall be submitted to the CLEC involved and to the Commission as a proprietary document subject to the applicable protection afforded by Nevada Administrative Code 703.527 through 703.5282.

The ILEC will provide notification to the CLECs of any Mini-Audit requested when the request for the audit is made.



## **REVIEW PROCEDURES**

As experience is acquired under this Stipulation Agreement with the new performance measurements and underlying business processes, the Parties expect to learn which measurements set forth in Section II may not have been properly defined or are more or less useful than others. The Parties also expect that experience will show whether new measurements are needed or whether certain existing measurements are not needed or require modification. Accordingly, the Parties agree to reconvene in February, 2000 to review the effectiveness of and modifications to the performance measurements approved by the Commission in this proceeding. In the event the Parties cannot agree on any addition, deletion or modification, they will jointly submit such dispute for resolution by the Nevada PUC.

If, prior to the agreed-upon review date, there is consensus that one or more measures are not effective, the parties will schedule meetings to discuss modifying the measure(s) or process(es). If there is no consensus, any individual party seeking formal review by the Nevada PUC shall give notice to the other parties of its intent to do so. The party will also describe the action it intends to take and the reason(s) for its proposed actions.

## DEFINITION OF TERMS

TERM	DEFINITION
Automatic Location Information (ALI)	The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.
Call Blocking	A condition on a telecommunications network where, due to a maintenance problem or an over capacity situation in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.
Code Opening	Process by which new NPA/NXXs (area code/prefix) are defined, through software translations to network databases and switches, in telephone networks. Code openings allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.
Common Channel Signaling System 7 (CCSS7)	A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.
Common Transport	Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.
Completion	The time in the order process when the service has been provisioned and service.
Completion Notice	A notice the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.
Coordinated Customer Conversion	Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.
Customer Requested Due Date	A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.
Customer Trouble Reports	A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

## DEFINITION OF TERMS

TERM	DEFINITION
Dedicated Transport	A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order	An order which has been completed after the scheduled due date and/or time
Directory Assistance Database	A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.
Directory Listings	Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0	Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1	Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3	Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date	The date provided on the FOC the ILEC sends the CLEC identifying the planned completion date for the order.
End Office Switch	A switch from which an end users' exchange services are directly connected and offered.
Firm Order Confirmation (FOC)	Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service order, created a service request, and assigned it a due date.
Flow-Through	The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Held Order	An order for which the ILEC has issued a FOC, but whose due date has passed without it being completed.
Installation	The activity performed to activate a service.
Installation Troubles	A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Inside Wiring	The telecommunications wiring located at a customer's premises that extends beyond the demarcation point.
Interconnection Trunks	A network facility that is used to interconnect two switches generally of different local exchange carriers
Interface Outage	A planned or unplanned failure resulting the unavailability or access degradation of a system.
Jeopardy	A failure in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order
Jeopardy Notice	The actual notice that the ILEC sends to the CLEC when a jeopardy condition has been identified.

## DEFINITION OF TERMS

TERM	DEFINITION
Lack of Facilities	A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process, or during the service installation process. If no facilities are available, the ILEC will issue a jeopardy.
Local Exchange Routing Guide (LERG)	A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).
Local Exchange Traffic	Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.
Local Service Confirmation	OBF term for a FOC
Mechanized Bill	A bill that is delivered via electronic transmission.
Meet Point Billing	A billing arrangement used when two or more LECs jointly provide access to and from an interexchange carrier (IEC) for inter LATA traffic. This arrangement can be Single Bill, where one LEC bills the IEC on behalf of both LECs and remits payment to the other LEC or Multiple Bill, where each LEC bills their portion directly to the IEC.
Missed Commitment Notification	A notice from ILEC to inform CLEC that the committed due date on an order has been missed.
Non-Recurring Charge	A rate charged for a product or a service that is assessed on a one time basis.
NXX, NXX Code or Central Office Code	The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
Permanent Number Portability (also known as Local or Long Term Number Portability)	A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting".
Physical Collocation	Shall have the meaning set forth in 47 C.F.R. Section 51.5.
Plain Old Telephone Service (POTS)	Refers to basic 2 wire analog residential and business services. Can include feature capabilities (e.g., CLASS features).
Projects	Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.
Provisioning Troubles	A trouble report that is opened for a customer's existing or new service for a trouble identified between the time of the service order creation to the time of order completion. Provisioning troubles that are associated with a CLECs customers include troubles that occur and are reported during the conversion of an ILEC customer to a CLEC.
Query Types	Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF, the FCC and/or the Nevada PUC.
Recurring Charge	A rate charged for a product or service that is assessed each successive billing period.

## DEFINITION OF TERMS

TERM	DEFINITION
Reject	A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: syntax, which occur if required fields are not included in the LSR; and content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.
Repeat Report	Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises Address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.
Service Group Type	The designation used to identify a category of similar services, .e.g., UNE loops
Service Order	The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid service request.
Service Order Type	The designation used to identify the major types of provisioning activities associated with a service request
Service Request	The transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.
Standard Interval	The interval that the ILEC quotes to its customers with respect to how long it will take to provision a service request. These intervals are standardized by specific service type and type of service modification requested ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs. POTS services do not have standard intervals; their installation intervals are based on force available and workload. They may change as frequently as twice a day.
Subsequent Reports	A trouble report that is taken on a previously reported trouble prior to the date and time the initial report has a status of "cleared".
Summarized Charges	Billing charges that are aggregated on the bill, rather than individually itemized, e.g., local usage minutes on resale or retail calls, which are listed on the bill as "xx" minutes with no call detail.
Tandem Switch	Switch used to connect and switch trunk circuits between and among Central Office switches.
Time to Restore	The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.
To Be Called Cut	A type of coordinated customer conversion, which involves the CLEC calling the ILEC to signal the ILEC that it should start the customer conversion. (Nevada Bell term)
Trouble Cause Code	A code identifying the known or suspected cause of a trouble condition.
Trouble Disposition	A code identifying the end result of diagnostic and/or repair activities on a customer trouble report.
Usage Data	Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.
Usage Records	The individual call records created in a switch to report the date, time, duration, calling and called numbers associated with a given call
Virtual Collocation	Shall have the meaning set forth in 47 C.F.R. Section 51.5.

## NEVADA PERFORMANCE MEASURES: GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ALI	Automatic Line Information (for 911/E911 systems)
AS	Affecting Service (type of trouble condition)
BDT	Billing Data Tape
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CESAR	Carrier Enhanced System for Access Request
CHC	Coordinated "Hot" Cut
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CORBA	Common Object Request Broker Architecture (Pre-ordering standard)
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSB	Customer Service Bureau (NB retail repair center)
CSR	Customer Service Record
DA	Directory Assistance
dB	Decibel
DID	Direct Inward Dialing
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Equal Access Service
EDI	Electronic Data Interchange
FOC	Firm Order Confirmation
GTT	Global Title Translations
GUI	Graphical User Interface
HDSL	High-bit-rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Inter-exchange Carrier
ILEC	Incumbent Local Exchange Carrier
ISDN	Integrated Services Digital Network
IW	Inside Wire
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LNP	Local (or Long Term) Number Portability
LOC	Local Operations Center (NB repair and coordination center for CLEC activity)

## NEVADA

### PERFORMANCE MEASURES: GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
LSC	Local Service Confirmation or Local Service Center
LSMS	Local Service Management System
LSR	Local Service Request
MAC	Missed Appointment Code
NDM	Network Data Mover
NB	Nevada Bell
NPAC	Number Portability Administration Center
N, T, C	Service Order Types - N(new), T(to or transfer), C(change)
NXX	Telephone number prefix
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)
OSS	Operations Support System
PBX	Private Branch Exchange
PNP	Permanent Number Portability (same as LNP)
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
PUC	Public Utilities Commission
SBC	Southwestern Bell Corporation
SCP	Service Control Point
SGT	Service Group Type
SORD	Service Order Retrieval and Distribution (NB service order creation system)
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TBCC	To Be Called Cut
TN	Telephone Number
UNE	Unbundled Network Element
VGPL	Voice Grade Private Line
xDSL	(x) Digital Subscriber Line

## MISSED APPOINTMENT CODES (MAC) COMPANY REASONS

---

### COMPANY WORK LOAD

CL71	Installation-Force/Load Imbalance
CL72	Weather Conditions
CL73	Sanctioned Work Stoppage Against Nevada Bell
CL74	Emergency Conditions, Earthquakes, Floods
CL75	800 Service Center Work Load Imbalance
CL79	N/A

### EQUIPMENT SUPPLY

CE81	Lack of Normally Ordered Facility Equipment or Supplies
CE82	Lack of Specially Ordered Facility Equipment or Supplies
CE83	Other Facility Equipment Problems

### COMPANY FACILITIES

CF61	Lack of Outside Plant
CF62	Lack of C/O Facilities
CF63	BSW
CF64	Lack of Assignment
CS	Switching Error

### ALL OTHER COMPANY REASONS

CO91	No Access to Terminal Or Protector
CO92	No Electrical Permit-Company
CO93	All Other Company Reasons (Tone Back)
CO94	Joint Marketing Contractor
CO95	Civil Unrest, No Access
CO96	National 800 database to Facilities
CO97	Malfunction of Mechanized Service Order Systems i.e. SORD, COSMOS, FACS, MARCH NBOD
CO98	NFWK Service Order Sent To Field and Due Date Missed
CO99	Missed Appointment Window - (System Failure)



## MISSED APPOINTMENT CODES (MAC) CUSTOMER REASONS

### NO ACCESS

SA01	None on Prem/Left Notice
SA02	Agent/Mgr Not On Prem/Left Notice
SA03	Denied Access To Term. On Cust. Prem/Left Notice
SA04	Manager Refused Access/Left Notice
SA05	Manager Had No Key/Left Notice
SA06	Security Type Building
SA07	Unable to Locate Other Designated Party
SA08	Dog/Other Safety Hazard On Premises
SA09	No Response To Call Before Going Number (3 Or More Attempts Made)
SR20	Subscriber In Independent Company/No Facility In Independent Company
SR21	No Pole
SR22	No Conduit
SR23	Conduit Plugged
SR24	INC-Full/No Spares, Referred to Building Owner, No Authorization./Pre-Authorization to Repair
SR25	No Trench
SR26	Not Authorized To Sign Labor Receipt
SR27	Customer Requests Later Due Date From Tech.
SR28	Building Not Ready
SR29	Electric Power Not Available

### CUSTOMER REQUESTS LATER DUE DATES

SL31	Customer Called Company before Tech. Arrived
SL32	Pre-Survey Contact/Customer Requests Changing of Due Date

### ALL OTHER CUSTOMER REASONS

SO41	Minor Daily Access
SO42	Customer Requested Additional Work
SO43	Customer Gave Wrong Address
SO44	Access Refused
SO45	Access Didn't Know Installation Locations
SO46	Mgr./Owner OK Needed For Exposed Wiring
SO47	Mgr./Owner OK Needed To Drill Hole
SO48	Customer Required To Pay Deposit
SO49	Missed Appointment Window-(Customer Gave Wrong Address)
SO50	Vendor Problem Regarding CPE Term Equipment/Either Not Delivered/Installed or Removed

## MAINTENANCE DISPOSITION & CAUSE CODES

<i><b>DISPOSITION CODES</b></i>	
<b>01</b>	<b>TERMINAL EQUIPMENT – Official Company Services</b>
<b>02</b>	<b>COMMUNICATIONS EQUIPMENT</b>
<b>02</b>	<b>OTHER STATION EQUIPMENT</b>
<b>02</b>	<b>TERMINAL EQUIPMENT –Special Services (Company)</b>
<b>03</b>	<b>NETWORK TERMINATING FACILITIES</b>
<b>04</b>	<b>OUTSIDE PLANT</b>
<b>05</b>	<b>CENTRAL OFFICE</b>
<b>06</b>	<b>CUSTOMER MISUSE</b>
<b>07</b>	<b>TEST OK</b>
<b>08</b>	<b>FOUND OK - IN</b>
<b>09</b>	<b>FOUND OK – OUT</b>
<b>10</b>	<b>REFERRED OUT</b>
<b>12</b>	<b>NON-TELCO PROVIDED</b>
<b>13</b>	<b>INTER-EXCHANGE CARRIER/INDEPENDENT COMPANY</b>
<i><b>CAUSE CODES</b></i>	
<b>1</b>	<b>TELCO EMPLOYEE</b>
<b>2</b>	<b>NON-EMPLOYEE</b>
<b>3</b>	<b>PLANT OR EQUIPMENT</b>
<b>4</b>	<b>WEATHER</b>
<b>5</b>	<b>OTHER</b>
<b>6</b>	<b>UNKNOWN</b>

**DIGITAL CENTREX SERVICE (DCS) PRICE MATRIX**  
**Exhibit B: Page 1 of 2 to Settlement Stipulation (See Section 3.1.1.6.1)**

Rate Period Options	Rate Band A 1 Line Centrex Classic	Rate Band B 2-6 Lines Centrex Classic	Rate Band 1 7-19 Lines	Rate Band 2 20-49 Lines	Rate Band 3 50-199 Lines	Rate Band 4 200-499 Lines	Rate Band 5 500+ Lines	
Monthly Line	23.00	23.00	21.00	19.00	16.40	14.60	13.00	
24 to 35 Months			20.00	18.00	15.40	13.60	12.00	
36 to 47 Months				17.50	14.90	13.10	11.50	
48-59 Months				17.00	14.40	12.60	11.00	
60-71 Months					13.90	12.10	10.50	
72 to 84 Months	Features Included with Line				<p>Note 2: These rates do not include End User Common Line (EUCL) Charges. They are:                      Single Line = \$3.50 per line                      Multi Line = \$5.22 per line</p> <p>Note 3: These rates do not include the TDD surcharge (\$0.08) and number portability charge (\$0.41) per line.</p> <p>Note 4: These prices reflect Nevada Bell's current tarriffed rates.</p> <p>Note 5: These Prices are for recurring rates only. Applicable non-recurring rates will also apply.</p>			
Note 1: The Line rates include the trunk charges based on 100% trunk to CTX line ratio (\$3.00) per line	<p>1-6 Line Features Include: Call Transer/3 Way; Call Pickup; Repeat Dialing; Speed Call 6-10; Call Forwarding; All Calls, Busy &amp; Don't Answer                      Busy &amp; Don't Answer</p> <p>7 lines and above Include: Automatic Call Back Calling; Call Forwarding; All Calls, Busy &amp; Don't Answer; 6 Port Conference; Call Waiting; Direct Call Pickup; Speed Calling-Group-30, 50 &amp; 70#s; Call Hold; Centrex Direct Connect; Last # Redialed; Pre-Set Conference; Call Transfer/3 Way/Consultation Hold; Executive Busy Override; Executive Busy Override Exempt; Call Park; Call Pickup; Speed Calling-individual 6-10, 30, 50 &amp; 70#s; Speed Calling - Network</p>							

This page 1 of Exhibit B shows DCS volume discounts before the application of the additional avoided cost wholesale discount in effect as of May 2000.

**DIGITAL CENTREX SERVICE (DCS) PRICE MATRIX**  
**EXHIBIT B: Page 2 of 2 to Settlement Stipulation (See Section 3.1.1.6.1)**

**Resale Discount = 18.05% 0.8195**

Rate Period Options	Rate Band A 1 Line Centrex Classic	Rate Band B 2-6 Lines Centrex Classic	Rate Band 1 7-19 Lines	Rate Band 2 20-49 Lines	Rate Band 3 50-199 Lines	Rate Band 4 200-499 Lines	Rate Band 5 500+ Lines	
Monthly Line	18.85	18.85	17.21	15.57	13.44	11.96	10.65	
24 to 35 Months			16.39	14.75	12.62	11.15	9.83	
36 to 47 Months				14.34	12.21	10.74	9.42	
48-59 Months				13.93	11.80	10.33	9.01	
60-71 Months					11.39	9.92	8.60	
72 to 84 Months	Features Included with Line					<p>Note 2: These rates do not include End User Common Line (EUCL) Charges. They are:                      Single Line = \$3.50 per line                      Multi Line = \$5.22 per line</p> <p>Note 3: These rates do not include the TDD surcharge (\$0.08) and number portability charge (\$0.41) per line.</p> <p>Note 4: These prices reflect Nevada Bell's current tarriffed rates.</p> <p>Note 5: These Prices are for recurring rates only. Applicable non-recurring rates will also apply.</p>		
Note 1: The Line rates include the trunk charges based on 100% trunk to CTX line ratio (\$3.00) per line	<p>1-6 Line Features Include: Call Transer/3 Way; Call Pickup; Repeat Dialing; Speed Call 6-10; Call Forwarding; All Calls, Busy &amp; Don't Answer Busy &amp; Don't Answer</p> <p>7 lines and above Include: Automatic Call Back Calling; Call Forwarding; All Calls, Busy &amp; Don't Answer; 6 Port Conference; Call Waiting; Direct Call Pickup; Speed Calling-Group-30, 50 &amp; 70#s; Call Hold; Centrex Direct Connect; Last # Redialed; Pre-Set Conference; Call Transfer/3 Way/Consultation Hold; Executive Busy Override; Executive Busy Override Exempt; Call Park; Call Pickup; Speed Calling-individual 6-10, 30, 50 &amp; 70#s; Speed Calling - Network</p>							

This page 2 of Exhibit B shows DCS volume discounts after the application of the additional avoided cost wholesale discount in effect as of May 2000.

**ATTACHMENT C**  
**Amendment No. 3**

AMENDMENT NO. 3  
TO THE AGREEMENT  
RELATING TO LOCAL INTERCONNECTION  
BETWEEN  
NEVADA BELL  
AND  
ESCHELON TELECOM OF NEVADA, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY (“Nevada”), formerly Nevada Bell, and Eschelon Telecom of Nevada, Inc. (“CLEC”) entered into an relating to local interconnection (“Agreement”) which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on January 25, 2001 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the Agreement to add Appendix Physical Collocation, Directory Assistance (DA), Operator Service (OS), Merger Conditions, UNE Appendix, and the Generic Nevada Pricing Appendices.

NOW THEREFORE the Parties agree as follows:

- (1) The UNE Appendix has been Amended and is attached hereto as “Attachment 6.”
- (2) Nevada Pricing has been Amended and attached hereto as “Attachment 8.”
- (3) Appendix Physical Collocation has been added and is attached hereto as “Attachment 19.”
- (4) Appendix Directory Assistance (DA) has been added and is attached hereto as “Attachment 20.”
- (5) Appendix Operator Services (OS) has been added and is attached hereto as “Attachment 21.”
- (6) The Merger Conditions Appendix has been added and is attached hereto as “Attachment 22.”
- (7) The Attachments after the Table of Contents has been amended and is attached hereto as follows.

- (8) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (9) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (10) Where the terms of the Agreement and the terms of the new Attachments conflict, the new Attachments shall govern.
- (11) Where the terms of the Amendments of this joint petition conflict, the terms of this Amendment shall govern.
- (12) This Amendment No. 3 to the Agreement shall be filed with the Nevada Commission will be effective upon approval of this Amendment by the Nevada Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**Eschelon Telecom of Nevada, Inc.**

**\*Nevada Bell Telephone Company  
By SBC Telecommunications, Inc.,  
Its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President – Industry Markets

Name: \_\_\_\_\_  
or Type)

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

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

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

AECN/OCN #: \_\_\_\_\_

\*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Nevada Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights of the Interconnection Agreement between Eschelon Telecom of Nevada, Inc. and Nevada Bell Telephone Company.



## **APPENDIX UNE**

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**APPENDIX UNE  
(UNBUNDLED NETWORK ELEMENTS)**

**1. INTRODUCTION**

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple ~~SBC-13STATE~~ UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from ~~SBC-13STATE~~. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with ~~SBC-13STATE~~'s network. ~~SBC-13STATE~~ has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, ~~SBC-13STATE~~ means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which ~~SBC-13STATE~~ agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 ~~SBC-13STATE~~ has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement.
- 1.6 ~~SBC-12STATE~~ - As used herein, ~~SBC-12STATE~~ means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 ~~SBC-8STATE~~ - As used herein, ~~SBC-8STATE~~ means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.8 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.10 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.11 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.12 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

## 2. TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307(c));
- 2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from

- access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.8 **SBC-13STATE** will not connect to or combine UNE's with any non-251 (c)(3) or other **SBC-13STATE** service offerings with the exception of tariffed Collocation services.

## 2.9 Provisioning/Maintenance of Unbundled Network Elements

- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion. SBC-13STATE will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-13STATE shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, SBC-13STATE may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, SBC-13STATE is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SBC-13STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-13STATE for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit SBC-13STATE to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 CLEC's use of any SBC-13STATE UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE network element, will not materially interfere with or impair service over any facilities of SBC-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 2.9.6 When a SBC-13STATE provided tariffed or resold service is replaced by CLEC's facility based service using any SBC-13STATE provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by SBC-13STATE, and CLEC will be charged

the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available.

## 2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required

because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

### 3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **SBC-13STATE** Central Office.

#### 3.1.1.1 (Method 1)

**SBC-13STATE** will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

#### 3.1.1.2 (Method 2)

**SBC-13STATE** will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.



### 3.1.1.3 (Method 3)

**SBC-13STATE** will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

- 3.2 The following terms and conditions apply to all methods when **SBC-13STATE** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-13STATE** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.
- 3.2.3 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
- 3.2.4 CLECs may elect to access **SBC-13STATE**'s UNEs through Physical Collocation arrangements.
- 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.6 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

- 3.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each Unbundled Network Element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).

3.2.15.2 ~~SBC-13STATE~~ will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, ~~SBC-13STATE~~ will ensure that the first CLEC obtaining Access to UNEs in an ~~SBC-13STATE~~ premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 ~~SBC-13STATE~~ will contract for and perform the construction and preparation activities using same or consistent practices that are used by ~~SBC-13STATE~~ for other construction and preparation work performed in the building.

#### 4.\* ADJACENT LOCATION

4.1\* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which ~~PACIFIC~~ offers the Adjacent Location Method.

4.2\* The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a ~~PACIFIC~~ Central Office as identified by ~~PACIFIC~~. Under this method ~~PACIFIC~~ UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.

4.3\* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the ~~PACIFIC~~ Central Office. The CLEC shall provide enough slack for ~~PACIFIC~~ to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.4\* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

4.5\* The following terms and conditions apply when ~~PACIFIC~~ provides the adjacent location:

4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

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\* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.6\* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7\* The CLEC will provide the excess cable length necessary to reach the PACIFIC IDF in the PACIFIC Central Office where CLEC requests connection.
- 4.8\* The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 4.9\* The CLEC should refer any sectionalized trouble determined to be in PACIFIC's facilities to PACIFIC.
- 4.10\* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to PACIFIC (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11\* In order for PACIFIC to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. PACIFIC will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12\* The CLEC will retain all assignment control. PACIFIC will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the PACIFIC frame.
- 4.13\* The CLEC will pay Time and Materials charges when PACIFIC dispatches personnel and failure is in the CLEC's facility.
- 4.14\* PACIFIC will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. PACIFIC limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

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\* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.15\* Prior to PACIFIC providing the Adjacent Location Method in this Appendix, the CLEC and PACIFIC shall provide each other with a single point of contact for overall coordination.
- 4.16\* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

## 5. BONA FIDE REQUEST

- 5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a “Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE.”

### 5.2 ITEM I SBC-SWBT, SBC-AMERITECH, NEVADA Bona Fide Request Process

- 5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide CLEC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is SBC-SWBT, NEVADA, SNET and (ii) TCNet.ameritech.com, if one of the Parties is SBC-AMERITECH. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

- 5.2.4 CLEC is responsible for all costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC-SWBT, SBC-AMERITECH, NEVADA**'s preliminary evaluation costs, in which case **SBC-SWBT, SBC-AMERITECH, NEVADA** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and **SBC-SWBT, SBC-AMERITECH, NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT, SBC-AMERITECH, NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-SWBT, SBC-AMERITECH, NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT, SBC-AMERITECH, NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 **SBC-SWBT, SBC-AMERITECH, NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT, SBC-AMERITECH, NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins

once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.

- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to CLEC a preliminary analysis of such Request (the “**Preliminary Analysis**”). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-SWBT, SBC-AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its

costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If ~~SBC-SWBT, SBC-AMERITECH, NEVADA~~ does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse ~~SBC-SWBT, SBC-AMERITECH, NEVADA~~ for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

5.3\* **Item II**  
**SNET Bona Fide Request Process**

5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to SNET, with the following exceptions:

5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

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\* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.



- 5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
- 5.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.
- 5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.
- 5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).
- 5.3.5 Section 5.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.
- 5.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 5.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such

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\* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute .

5.4\* **Item III**  
**Pacific Bona Fide Request Process**

5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:

5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request (“**BFR**”) is the process by which CLEC may request **PACIFIC** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a “Request”), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.

5.4.3 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

5.4.4 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not

include high level costs. The costs will be sent by the 30<sup>th</sup> calendar day. When wholesale construction is required, costs will be provided within

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\* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

an additional twenty-four (24) calendar days (i.e., by the 54<sup>th</sup> calendar day).

- 5.4.5 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 5.4.6 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

## 6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).
- 6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.
- 6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE**, at the request of CLEC,

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\* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

will disconnect the ~~SBC-12STATE~~ local loop from the NID, at charges reflected in the state specific Appendix Pricing.

- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via ~~SBC-12STATE~~'s NID where necessary.
- 6.5 The ~~SBC-12STATE~~ NIDs that CLEC uses under this Appendix will be existing NIDs installed by ~~SBC-12STATE~~ to serve its End Users.
- 6.6 CLEC shall not attach to or disconnect ~~SBC-12STATE~~'s ground. CLEC shall not cut or disconnect ~~SBC-12STATE~~'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

## 7. LOCAL LOOP

- 7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an ~~SBC-13STATE~~ Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by ~~SBC13-STATE~~. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in ~~SBC-13STATE~~ wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (~~SBC-12STATE~~) or by tariff (~~SNET~~) and in the state specific Appendix Pricing (~~SBC-12STATE~~) or by tariff (~~SNET~~):

### 7.2.1 2-Wire Analog Loop

- 7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

#### 7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

#### 7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

#### 7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

#### 7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

## 8. SUB-LOOP ELEMENTS

8.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **SBC-12STATE**'s central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

"Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

- 8.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.
- 8.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.
- 8.2.10 “SPOI” is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.
- 8.2.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 8.3 **SBC-12STATE** will offer the following subloop types:
- 8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
- 8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

- 8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.
- 8.4 Subloops are not available for combination by SBC-12STATE with any Unbundled Network Elements or service.
- 8.5 Subloops are provided “as is” unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 8.7 Twisted-pair Copper Subloops:
- 8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
  - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
    - the Main Distributing Frame (MDF),
    - the Terminal (underground or aerial).



8.8 CLEC may request access to the following twisted-pair copper subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

\* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 CLEC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

- 8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).
- 8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.
- 8.11.3 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.
- 8.12 Maintenance:
- 8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.
- 8.12.2 CLEC shall isolate trouble to the SBC Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.
- 8.12.3 **SBC12-STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC 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.
- 8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
- 8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

### 8.13 Subloop Access Arrangements:

- 8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the ~~SBC-12STATE~~ subloop network.
- 8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 8.13.3 Upon receipt of a complete and correct application, ~~SBC-12STATE~~ will provide to 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 sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where ~~SBC-12STATE~~ has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the 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 subloops, should collocation, access to poles/conduits or rights of way be required.

- 8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to ~~SBC-12STATE~~ written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. ~~SBC-12STATE~~ will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.3.
- 8.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a ~~SBC-12STATE~~ technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into ~~SBC-12STATE~~'s interconnection point.
- 8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow ~~SBC-12STATE~~ to properly engineer access to each SAI and to ensure ~~SBC-12STATE~~ does not provide more available terminations than the CLEC expects to use.
- 8.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their 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.
- 8.13.13 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.
- 8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay ~~SBC-12STATE~~ for removal of their facilities from the SAA.
- 8.14 Subloop Access Arrangement (SAA) Access Points:
- 8.14.1 SAI/FDI or Terminal
- 8.14.1.1 CLEC cable to be terminated in a ~~SBC-12STATE~~ SAI/FDI, or Terminal , shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or

buried to aerial riser cable. CLEC's Aerial cables should be aircore.

- 8.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.
- 8.14.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which SBC-12STATE will splice to the CLEC cable at the meet point.
- 8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.
- 8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase capacity of the SAI/FDI by the method of it's choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it's cable at the SAI/FDI.
- 8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points as all terminated to assignable cable pairs, SBC-13STATE may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 8.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 8.15.1 SBC-12STATE shall notify CLEC of pending relocation as soon as SBC receives such notice.
- 8.15.2 CLEC shall notify SBC-12STATE of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 8.15.3 SBC-12STATE shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable

SAA. This process may require a site visit with the CLEC and SBC-12STATE engineer.

8.15.4 CLEC shall notify SBC of acceptance or rejection of the new SCA within 10 business days of it's receipt of SBC-12STATE's estimate.

8.15.5 Upon acceptance of the SBC-12STATE estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify SBC-12STATE of their acceptance of estimate costs.

8.15.6 Should CLEC decide not to continue the SAA, CLEC will notify SBC as to the date that SBC-12STATE may remove CLEC's facilities from that SAA. CLEC will pay SBC-12STATE for all costs associated with the removal of the CLEC's SAA.

8.15.7 In the event that CLEC does not respond to SBC-12STATE in time to have their facilities relocated, SBC-12STATE shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.

8.16 RT (for DS3 Subloop):

8.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which SBC-12STATE will splice to the CLEC cable at the meet point.

## 9. **ENGINEERING CONTROLLED SPLICE (ECS)**

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, SBC-13STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

- 9.2.1 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-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 9.2.2 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/Ameritech places more pairs at the splice.
- 9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-13STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-13STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-13STATE**.
- 9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned. 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.
- 9.3 CLECs will have two (2) options for implementing the ECS: a “Dedicated Facility Option” (DFO) and a “Cross-connected Facility Option” (CFO).
- 9.3.1 Dedicated Facility Option (DFO)
- 9.3.1.1 CLEC may request **SBC-13STATE** 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 subloop orders.

9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 CLECs will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

### 9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC’s SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.

9.3.2.3 CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 CLECs will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** derived from the CLEC’s request for the SCA.

## 10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);



- 10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 10.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or **other** interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and
- 10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

## 11. LOCAL SWITCHING

- 11.1 The Unbundled Local Switching (ULS) capability, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:
  - 11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
  - 11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
  - 11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
    - 11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;
    - 11.1.3.2 access to OS/DA and 9-1-1; and
    - 11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.
- 11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)
  - 11.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-12STATE** switch to direct all CLEC traffic.

- 11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-12STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-12STATE** and Section 18 of the Connecticut Service Tariff for **SNET**.
- 11.2.3 **SBC-12STATE** will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in **SBC-12STATE**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.
- 11.2.4 ULS as provided by **SBC-12STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 11.2.5 **SBC-12STATE** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-12STATE**'s notifications regarding network congestion.
- 11.2.6 **SBC-12STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.
- 11.2.7 **SBC-12STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.
- 11.2.8 **SBC-12STATE** will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.
- 11.2.9 **SBC-12STATE** will provide CLEC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-12STATE** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.
- 11.2.10 At **SBC-13STATE**'s discretion and upon not less than ninety (90) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an “Exception Territory” if it constitutes the service area of ~~SBC-13STATE~~ offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas (“MSAs”). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 (“UNE Remand Order”); and
- b) In the Exception Territory where ~~SBC-13STATE~~ elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. ~~SBC-13STATE~~ may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

11.2.10.1 In determining whether ~~SBC-13STATE~~ may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that ~~SBC-13STATE~~ provides to the CLEC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which ~~SBC-13STATE~~ may exercise its rights under this Section.

### 11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing.

### 11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates (~~SBC-12STATE~~) and Section 18 of the Connecticut Service Tariff for SNET.

## 11.5 Switch Ports

11.5.1 In SBC-12STATE, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

### 11.5.1.1 Line Switch Ports – SBC-12STATE

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

### 11.5.1.2 Trunk Side Switch Ports – SBC-12STATE

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in SBC-AMERITECH.

11.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

## 11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

## 12. **SHARED TRANSPORT**

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 “ULS-ST” refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff

12.1.2 **SBC-AMERITECH** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local*

*Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 (“FCC Conditions”).

- 12.1.3 ULS-ST permits the CLEC to access the interoffice network of ~~SBC-AMERITECH~~ for the origination from and completion to the associated ULS port of End User local traffic to and from ~~SBC-AMERITECH~~ switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC’d/LPIC’d Interexchange Carrier for that ULS port is not directly connected to the ~~SBC-AMERITECH~~ switch providing that ULS port. ~~SBC-AMERITECH~~ will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 12.1.4 All CLEC’s local traffic between ~~SBC-AMERITECH~~ switches will use Shared Transport and all local CLEC’s traffic to non-~~SBC-12STATE~~ switches will use the transit function of Shared Transport (with this transit function being referred to as “Shared Transport-Transit”). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. ~~SBC-12STATE~~ reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 ~~SBC-12STATE~~’s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the ~~SBC-STATE~~ network.
- 12.1.7 In providing ULS-ST, ~~SBC-12STATE~~ will use the existing ~~SBC-12STATE~~ routing tables contained in ~~SBC-12STATE~~ switches, as ~~SBC-12STATE~~ may change those tables from time to time including after CLEC purchases ULS-ST.
- 12.1.8 ~~SBC-12STATE~~ will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the ~~SBC-12STATE~~ signaling on a per- call basis.

## 12.2 Custom Routing of OS/DA with ULS-ST

- 12.2.1 CLEC can only mix ULS-ST and custom routing within a ~~SBC-AMERITECH~~ end office switch where CLEC chooses to custom route

all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by SBC-AMERITECH's ULS-ST ports in that SBC-AMERITECH end office switch. If this custom routing for OS/DA is chosen in a given SBC-AMERITECH end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.

12.2.2 CLEC must provide SBC-AMERITECH routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by SBC-AMERITECH for the establishment of each custom route for OS or DA traffic in an end office switch.

12.2.3 SBC-AMERITECH will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.

12.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 CLEC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by CLEC purchasing SBC-AMERITECH's ULS-ST ports. SPID branding must be addressed in a separate agreement between CLEC and SBC-AMERITECH.

### 12.3 ULS-ST Usage-Sensitive Rating

12.3.1 SBC-12STATE will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 SBC-12STATE will charge CLEC using SBC-12STATE's Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an SBC-12STATE end office or to/from a non-SBC-12STATE end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

### 12.4 Reciprocal Compensation associated with ULS-ST

- 12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:
- 12.4.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.
- 12.4.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.
- 12.4.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

## 12.5 IntraLATA and InterLATA Toll Rate Application

- 12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.
- 12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

## 12.6 Application of Usage Sensitive Charges for ULS-ST

- 12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).
- 12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):



- 12.6.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.
- 12.6.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.
- 12.6.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.
- 12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:
- 12.6.3.1 Local Calls
- 12.6.3.1.1 General Principles
- 12.6.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.
- 12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.
- 12.6.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.
- 12.6.3.1.2 Illustrative Call Flows demonstrating the rate

applications for ULS-ST are set forth in *Exhibit A*.

### 12.6.3.2 IntraLATA and InterLATA Toll Calls

#### 12.6.3.2.1 General Principles

12.6.3.2.1.1 “1+” intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User’s IntraLATA Primary Interexchange Carrier (LPIC) choice. When a “1+” interLATA call is initiated from an ULS-ST port, it will be routed to the End User’s interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

### 12.6.3.3 Toll Free Calls

12.6.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** “Success 800” subscriber. CLEC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a **SBC-AMERITECH** “Success 800” subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed **using SBC-AMERITECH** tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

## 13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting CLEC, or between switches owned by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

### 13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by SBC-12STATE or between a Wire Center or switch owned by SBC-12STATE and a CLEC owned or provided switch.

13.3.2 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). SBC-12STATE will provide higher speeds to CLEC as they are deployed in the SBC-12STATE network. SBC-12STATE provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two SBC12-STATE Wire Centers.

13.3.3.2 Entrance Facility – a circuit from SBC-12STATE serving Wire Center to the CLEC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

### 13.4 Diversity

13.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 SBC-12STATE shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by SBC-12STATE for CLEC specific diversity, SBC-12STATE will advise

CLEC of the applicable additional charges. ~~SBC-12STATE~~ will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.5.1 ~~SBC-12STATE~~ shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by ~~SBC-12STATE~~ for CLEC specific diversity, ~~SBC-12STATE~~ will advise CLEC of the applicable additional charges. ~~SBC-12STATE~~ will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

13.6.1 ~~SBC-12STATE~~ will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 Network Reconfiguration Service (NRS)

13.7.1 ~~SBC-12STATE~~ will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 PACIFIC

13.8.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.8.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between PACIFIC and another neighboring Incumbent Local Exchange Carrier (ILEC) PACIFIC will be a willing participant in the CLEC's efforts to midspan join

an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

13.8.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.8.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.8.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.8.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

## 14. DARK FIBER

14.1 In ~~SBC-12STATE~~ Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this

agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or “light” end to end. CLEC may only subscribe to dark fiber that is considered “spare,” as defined in Sections 14.4.1 and 14.5.1, below.

#### 14.2 Interoffice Dark Fiber

14.2.1 ~~SBC-12STATE~~ will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different ~~SBC-12STATE~~ Central Offices (CO’s) and terminates on a fiber distribution frame, or equivalent, in the CO. ~~SBC-12STATE~~ will offer its dark fiber to CLEC when CLEC has collocation space in each ~~SBC-12STATE~~ CO where the fibers terminate.

#### 14.3 Loop Fiber

14.3.1 ~~SBC-12STATE~~ will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving ~~SBC-12STATE~~ central office and an end user customer premise.

14.3.2 ~~SBC-12STATE~~ will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.3.2.1 The serving ~~SBC-12STATE~~ central office and a remote terminal/CEV/Hut; or

14.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

14.3.3 At CO’s the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

14.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

#### 14.4 Spare Fiber Inventory Availability and Condition

14.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.5 Determining Spare Fibers:

14.5.1 **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:

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

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.5.1.2 Defective fibers

14.5.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

14.5.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

14.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.



#### 14.6 Quantities and Time Frames for ordering Dark Fiber:

14.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, ~~SBC-12STATE~~ will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 14.4.1 and 14.5.1 above.)

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

14.6.2.1 If spare dark fiber is available, as determined under this Agreement, ~~SBC-12STATE~~ will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

14.6.3 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 dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 14.6.2.

#### 14.7 Right of Revocation of Access to Dark Fiber

14.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date ~~SBC-12STATE~~ provided the fibers, ~~SBC-12STATE~~ may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to ~~SBC-12STATE~~ inventory.

14.7.2 ~~SBC-12STATE~~ may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. ~~SBC-12STATE~~ will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. ~~SBC-12STATE~~ must also demonstrate to the CLEC that the dark fiber will be needed to meet ~~SBC-12STATE~~'s bandwidth requirements within the 12 months following the revocation.

#### 14.8 Access Methods specific to Dark Fiber

14.8.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

#### 14.9 Installation and Maintenance for Dark Fiber

14.9.1 SBC-12STATE 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 equipment.

### 15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

### 16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SBC-13STATE's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

### 17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

### 18. CROSS CONNECTS

18.1 The cross connect is the media between the SBC-7STATE UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE UNE and a Collocation area for the purpose of permitting the CLEC to connect the SBC-7STATE UNE to other UNEs or to the CLECs own facilities. Where SBC-7STATE has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between

one ~~SBC-7STATE~~ UNE and another ~~SBC-7STATE~~ UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

- 18.2 ~~SBC-7STATE~~ will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 18.3, 18.4 and 18.5 for ~~SBC-AMERITECH~~ and ~~SNET~~ are provided as set forth in Appendix Pricing. For all other cross-connect pricing for ~~SNET~~ refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a ~~SBC-13STATE~~ Loop with another ~~SBC-13STATE~~ UNE are as follows:
- 18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
- 18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
- 18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
- 18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another ~~SBC-13STATE~~ UNE are as follows:
- 18.4.1 DS-1 to UNE Connection Methods point of access
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another ~~SBC-13STATE~~ UNE are as follows:
- 18.5.1 Analog Line Port to UNE Connection Methods point of access
- 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
- 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
- 18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
- 18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
- 18.6 The applicable Loop cross connects for the purpose of CLEC connecting a ~~SBC-SWBT~~ and ~~NEVADA~~ Loop UNE to a CLEC's Collocated facilities are as follows:

- 18.6.1 2-Wire Analog Loop to Collocation
- 18.6.2 2-Wire Analog Loop to Collocation (without testing)
- 18.6.3 4-Wire Analog Loop to Collocation
- 18.6.4 4-Wire Analog Loop to Collocation (without testing)
- 18.6.5 2-Wire Digital Loop to Collocation
- 18.6.6 2-Wire Digital Loop to Collocation (without testing)
- 18.6.7 4-Wire Digital Loop to Collocation
- 18.6.8 4-Wire Digital loop to Collocation (without testing)
- 18.6.9 DSL Shielded Cross Connect to Collocation
- 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
- 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 18.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)
- 18.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 18.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)
- 18.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 18.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)
- 18.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 18.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)
- 18.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting an **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:
  - 18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18.7.3 OC-3 to Collocation

18.7.4 OC-12 to Collocation

18.7.5 OC-48 to Collocation

18.8 The applicable Port cross connects for the purpose of CLEC connecting an **SBC-SWBT** and Port UNE to a CLEC's Collocated facilities are as follows:

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS- Trunk Port to Collocation

18.9\* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10\* The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

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\* Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11\* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLECs own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12\* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLECs own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.13\* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLECs own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

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\* Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

- 18.13.2 ISDN BRI Port to Adjacent Location Method to point of access
- 18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access
- 18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT, NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT, NEVADA** and **PACIFIC** Port are as follows:
- 18.14.1 -Wire Analog Loop to Analog line Port
- 18.14.2 -Wire Digital Loop to ISDN BRI Port
- 18.15 Maintenance of Elements
- 18.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 18.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Unbundled Network Element and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
- 18.15.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
- 18.15.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 18.15.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are

dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.

18.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.

18.15.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

## 19. RECONFIGURATION

19.1 **SBC-13STATE** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and with **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.



## 20. RESERVATION OF RIGHTS

20.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

## 21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
<b>UNBUNDLED NETWORK ELEMENTS</b>				
<b>LOOPS (Includes NID)</b>				
2-Wire Analog				
	-Zone 1	\$11.77	@	@
	-Zone 2	\$22.64	@	@
	-Zone 3	\$66.25	@	@
5db Conditioning				
**	-Zone 1	\$6.28	@	@
**	-Zone 2	\$6.28	@	@
**	-Zone 3	\$6.28	@	@
4-Wire Analog				
	-Zone 1	\$16.48	@	@
	-Zone 2	\$31.08	@	@
	-Zone 3	\$92.13	@	@
2-wire Digital				
	-Zone 1	\$11.77	@	@
	-Zone 2	\$22.64	@	@
	-Zone 3	\$66.25	@	@
4-wire Digital				
	-Zone 1	\$16.48	@	@
	-Zone 2	\$31.08	@	@
	-Zone 3	\$92.13	@	@
DS3 Loop				
**	-Zone 1	\$1,176.48	@	@
**	-Zone 2	\$1,590.01	@	@
**	-Zone 3	ICB	ICB	ICB
<b>NETWORK INTERFACE DEVICE (NID)</b>				
	NID Crossconnect	\$0.44	@	@
<b>Cross Connects to Collocation Cage</b>				
**	Analog 2-wire	\$0.40	@	@
**	Analog 4-wire	\$0.79	@	@
**	Digital 2-wire	\$1.48	@	@
**	Digital 4-wire	\$2.98	@	@
**	2 Wire ADSL Shielded Cross connect to Collocation	\$0.57	@	@
**	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$0.24	@	@
**	4-Wire DSL Non-Shielded Cross Connect to Collocation	\$0.47	@	@
**	DS3 C.O. Cross Connect to Collocation	\$28.98	@	@
<b>Sub-loop Unbundling</b>				
**	MDF to RT Subloop Charge 2-Wire Analog Zone 1	\$4.58	N/A	N/A
**	MDF to RT Subloop Charge 2-Wire Analog Zone 2	\$4.54	N/A	N/A
**	MDF to RT Subloop Charge 2-Wire Analog Zone 3	\$9.15	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	\$5.00	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	\$5.01	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	\$9.76	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 1	\$10.97	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 2	\$15.50	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 3	\$28.45	N/A	N/A
**	RT to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	\$0.45	N/A	N/A
**	RT to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	\$0.62	N/A	N/A
**	RT to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	\$0.75	N/A	N/A
**	RT to Term Subloop Charge 2-Wire Analog Zone 1	\$6.42	N/A	N/A
**	RT to Term Subloop Charge 2-Wire Analog Zone 2	\$11.02	N/A	N/A
**	RT to Term Subloop Charge 2-Wire Analog Zone 3	\$19.44	N/A	N/A
**	RT to NID Subloop Charge 2-Wire Analog Zone 1	\$6.46	N/A	N/A
**	RT to NID Subloop Charge 2-Wire Analog Zone 2	\$11.04	N/A	N/A
**	RT to NID Subloop Charge 2-Wire Analog Zone 3	\$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	\$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 2	\$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	\$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	\$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	\$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	\$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	\$0.15	N/A	N/A
**	MDF to RT Subloop Charge 4-Wire Analog Zone 1	\$11.09	N/A	N/A
**	MDF to RT Subloop Charge 4-Wire Analog Zone 2	\$11.95	N/A	N/A
**	MDF to RT Subloop Charge 4-Wire Analog Zone 3	\$23.25	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	\$11.94	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	\$12.89	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	\$24.46	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 1	\$23.89	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 2	\$33.90	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 3	\$61.85	N/A	N/A
**	RT to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	\$0.87	N/A	N/A
**	RT to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	\$0.99	N/A	N/A
**	RT to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	\$1.35	N/A	N/A
**	RT to Term Subloop Charge 4-Wire Analog Zone 1	\$12.82	N/A	N/A
**	RT to Term Subloop Charge 4-Wire Analog Zone 2	\$21.98	N/A	N/A
**	RT to Term Subloop Charge 4-Wire Analog Zone 3	\$38.74	N/A	N/A
**	RT to NID Subloop Charge 4-Wire Analog Zone 1	\$12.88	N/A	N/A
**	RT to NID Subloop Charge 4-Wire Analog Zone 2	\$22.04	N/A	N/A

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
**	RT to NID Subloop Charge 4-Wire Analog Zone 3		\$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1		\$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2		\$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3		\$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1		\$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2		\$21.99	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3		\$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1		\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2		\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3		\$0.29	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 1		\$4.47	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 2		\$3.75	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 3		\$5.27	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire DSL Zone 1		\$9.82	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire DSL Zone 2		\$12.96	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire DSL Zone 3		\$17.24	N/A	N/A
**	RT to SAI/FDI Subloop Charge-2-Wire DSL Zone 1		\$0.41	N/A	N/A
**	RT to SAI/FDI Subloop Charge 2-Wire DSL Zone 2		\$0.46	N/A	N/A
**	RT to SAI/FDI Subloop Charge 2-Wire DSL Zone 3		\$0.64	N/A	N/A
**	RT to Term Subloop Charge 2-Wire DSL Zone 1		\$6.33	N/A	N/A
**	RT to Term Subloop Charge 2-Wire DSL Zone 2		\$10.78	N/A	N/A
**	RT to Term Subloop Charge-2-Wire DSL Zone 3		\$17.97	N/A	N/A
**	RT to NID Subloop Charge-2-Wire DSL Zone 1		\$6.36	N/A	N/A
**	RT to NID Subloop Charge-2-Wire DSL Zone 2		\$10.82	N/A	N/A
**	RT to NID Subloop Charge 2-Wire DSL Zone 3		\$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1		\$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2		\$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3		\$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1		\$6.36	N/A	N/A
**	SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2		\$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3		\$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1		\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2		\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3		\$0.15	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		\$8.94	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		\$7.52	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		\$10.54	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire DSL Zone 1		\$19.65	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire DSL Zone 2		\$25.92	N/A	N/A
**	MDF to Term Subloop Charge 4 Wire DSL Zone 3		\$34.48	N/A	N/A
**	RT to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		\$0.84	N/A	N/A
**	RT to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		\$0.93	N/A	N/A
**	RT to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		\$1.26	N/A	N/A
**	RT to Term Subloop Charge 4-Wire DSL Zone 1		\$12.67	N/A	N/A
**	RT to Term Subloop Charge 4-Wire DSL Zone 2		\$21.58	N/A	N/A
**	RT to Term Subloop Charge 4-Wire DSL Zone 3		\$35.94	N/A	N/A
**	RT to NID Subloop Charge 4-Wire DSL Zone 1		\$12.73	N/A	N/A
**	RT to NID Subloop Charge 4-Wire DSL Zone 2		\$21.64	N/A	N/A
**	RT to NID Subloop Charge 4-Wire DSL Zone 3		\$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1		\$12.67	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2		\$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3		\$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1		\$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2		\$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3		\$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1		\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2		\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3		\$0.29	N/A	N/A
**	MDF to RT Subloop Charge 2-Wire ISDN Zone 1		\$8.00	N/A	N/A
**	MDF to RT Subloop Charge 2-Wire ISDN Zone 2		\$9.86	N/A	N/A
**	MDF to RT Subloop Charge 2-Wire ISDN Zone 3		\$24.38	N/A	N/A
**	RT to NID Subloop Charge 2-Wire ISDN Zone 1		\$6.76	N/A	N/A
**	RT to NID Subloop Charge 2-Wire ISDN Zone 2		\$11.04	N/A	N/A
**	RT to NID Subloop Charge 2-Wire ISDN Zone 3		\$18.30	N/A	N/A
**	MDF to RT Subloop Charge-DS1 Zone 1		\$49.13	N/A	N/A
**	MDF to RT Subloop Charge-DS1 Zone 2		\$53.81	N/A	N/A
**	MDF to RT Subloop Charge-DS1 Zone 3		\$67.88	N/A	N/A
**	RT to NID Subloop Charge-DS1 Zone 1		\$39.38	N/A	N/A
**	RT to NID Subloop Charge-DS1 Zone 2		\$48.53	N/A	N/A
**	RT to NID Subloop Charge-DS1 Zone 3		\$65.16	N/A	N/A
**	MDF to RT Subloop Charge-DS3 Zone 1		\$1,153.76	N/A	N/A
**	MDF to RT Subloop Charge-DS3 Zone 2		\$1,549.56	N/A	N/A
**	MDF to RT Subloop Charge-DS3 Zone 3		N/A	N/A	N/A
**	RT to NID Subloop Charge-DS3 Zone 1		\$1,165.20	N/A	N/A
**	RT to NID Subloop Charge-DS3 Zone 2		\$1,569.94	N/A	N/A
**	RT to NID Subloop Charge-DS3 Zone 3		N/A	N/A	N/A
	Sub-loop Unbundling Cross Connect				
	Subloop Cross Connect 2-Wire Analog Central Office Originating		N/A	\$220.86	\$105.40
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		N/A	\$275.96	\$136.01
	Subloop Cross Connect 4-Wire Analog Central Office Originating		N/A	\$266.16	\$106.62
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire DSL Central Office Originating		N/A	\$264.94	\$105.40
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		N/A	\$342.07	\$136.01
	Subloop Cross Connect 4-Wire DSL Central Office Originating		N/A	\$266.16	\$106.62
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating		N/A	\$318.60	\$123.98
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		N/A	\$395.75	\$154.58
	Subloop Cross Connect DS1 Central Office Originating		N/A	\$1,049.98	\$511.14
	Subloop Cross Connect DS1 Non-Central Office Originating		N/A	\$686.17	\$277.73

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	Subloop Cross Connect DS3 Central Office Originating	N/A	\$1,272.35	\$588.18
	Subloop Cross Connect DS3 Non-Central Office Originating	N/A	\$1,018.94	\$401.90
<b>Cross Connects to Point of Access (POA)</b>				
Analog Loop to POA				
	2-Wire			
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
	4-Wire			
**	Method 1	\$0.79	\$161.81	\$116.91
**	Method 2	\$0.79	\$161.81	\$116.91
**	Method 3	\$0.79	\$161.81	\$116.91
Digital Loop to Point of Access				
	2-Wire			
**	Method 1	\$1.48	\$145.31	\$104.33
**	Method 2	\$1.48	\$145.31	\$104.33
**	Method 3	\$1.48	\$145.31	\$104.33
	4-Wire			
**	Method 1	\$2.98	\$161.81	\$116.91
**	Method 2	\$2.98	\$161.81	\$116.91
**	Method 3	\$2.98	\$161.81	\$116.91
Switch Ports to Point of Access				
Analog Line Port				
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
ISDN BRI Line Port				
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
ISDN PRI Trunk Port				
**	Method 1	\$0.79	\$161.81	\$116.91
**	Method 2	\$0.79	\$161.81	\$116.91
**	Method 3	\$0.79	\$161.81	\$116.91
Unbundled Dedicated Transport to Point of Access				
DS1				
**	Method 1	\$22.95	\$202.12	\$147.47
**	Method 2	\$22.95	\$202.12	\$147.47
**	Method 3	\$22.95	\$202.12	\$147.47
<b>LOCAL SWITCHING CAPABILITY</b>				
<b>Ports</b>				
Analog Line Port				
	-Zone 1 & 2 - Metro	\$1.63	@	@
	-Zone 3 - Outstate	\$1.63	@	@
Centrex Port				
	-Zone 1 & 2 - Metro	\$1.63	@	@
	-Zone 3 - Outstate	\$1.63	@	@
Centrex System Establishment - Per System				
	-Zone 1 & 2 - Metro	N/A	@	@
	-Zone 3 - Outstate	N/A	@	@
Centrex System Establishment - Per Line				
	-Zone 1 & 2 - Metro	N/A	@	@
	-Zone 3 - Outstate	N/A	@	@
ISDN BRI Port				
**	-Zone 1 & 2 - Metro	\$21.67	@	@
**	-Zone 3 - Outstate	\$13.24	@	@
Analog DID Trunk Port				
	-Zone 1 & 2 - Metro	\$ 0.000292	@	@
	-Zone 3 - Outstate	\$ 0.000292	@	@
ISDN PRI Port				
**	-Zone 1 & 2 - Metro	\$261.20	\$406.28	\$406.28
**	-Zone 3 - Outstate	\$271.98	\$371.29	\$371.29
<b>Vertical Features</b>				
Call Forwarding Variable				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
DID Number Block (per 100 numbers)				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Hunting -Business				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Busy Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Delayed Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Waiting				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Three Way Calling				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
<b>Call Screen</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Message Waiting Indicator</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Repeat Dialing</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Call Return</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Call Forwarding Busy/Delay</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Remote Access to Call Forwarding</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Intercomm +</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Speed Calling 8</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Speed Calling 30</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Priority Ringing</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Call Trace</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Caller ID</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Per Line Blocking</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Per Call Blocking</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Blocked Call Rejection</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Simplified Message Desk Interface (per line)</b>				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
<b>Basic Switching Functions</b>				
End office - Switching				
	MOU	\$0.001610	NA	NA
Tandem Switching				
	MOU	\$0.001710	NA	NA
Switching Establishment				
	-Customized Routing Switch Service Establishment DA, OA, and DA&OA Trunk Groups - Statewide	N/A	@	@
	Customized Routing	ICB	ICB	ICB
<b>INTEROFFICE TRANSMISSION</b>				
<b>Common Transport</b>				
Statewide				
	Fixed Per MOU	\$0.007270	NA	NA
<b>Shared Transport</b>				
Statewide				
	Fixed Per MOU	\$0.007210	NA	NA
<b>Dedicated Transport</b>				
<b>- Entrance Facilities</b>				
**	DS-1 Zone 1	\$85.70	@	@
**	Zone 2	\$99.35	@	@
**	Zone 3	\$137.60	@	@
**	DS-3 Zone 1	\$427.28	@	@
**	Zone 2	\$491.85	@	@
**	Zone 3	N/A	@	@
<b>- DS0 Interoffice Transport</b>				
Statewide				
	Fixed (per termination)	\$122.34	@	@
<b>- DS1 Interoffice Transport</b>				
Statewide				
	Fixed (per termination)	\$ 618.91	@	@
<b>- DS3 Interoffice Transport</b>				
Statewide				
	Fixed (per termination)	\$ 12,212.73	@	@
<b>- Dedicated Transport Cross Connects</b>				
**	2 Wire Voice Grade	\$1.48	@	@

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
**	4 Wire Voice Grade		\$2.98	@	@
**	DS1 to Collocation		\$22.98	@	@
**	DS3 to Collocation		\$29.47	@	@
<b>MULTIPLEXING</b>					
**	DS1 / Voice Grade		\$265.89	@	@
**	DS3 / DS1		\$673.94	@	@
<b>Dark Fiber</b>					
**	Dark Fiber -Interoffice per strand Zone 1		\$40.67	\$1,770.40	N/A
**	Dark Fiber -Interoffice per strand Zone 2		\$40.67	\$2,021.02	N/A
	Dark Fiber -Interoffice per strand Zone 3		N/A	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1		\$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2		\$0.005109	N/A	N/A
	Dark Fiber - Interoffice per foot Zone 3		N/A	N/A	N/A
**	Dark Fiber Loop - CO to Customer Prem-per strand Zone 1		\$31.31	\$885.52	N/A
**	Dark Fiber Loop - CO to Customer Prem-per strand Zone 2		\$31.31	\$950.65	N/A
	Dark Fiber Loop - CO to Customer Prem-per strand Zone 3		N/A	N/A	N/A
**	Dark Fiber Loop - CO to Customer, per foot Zone 1		\$0.003796	N/A	N/A
**	Dark Fiber Loop - CO to Customer, per foot Zone 2		\$0.005109	N/A	N/A
	Dark Fiber Loop - CO to Customer, per foot Zone 3		N/A	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 1		\$31.31	\$885.52	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 2		\$31.31	\$950.65	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 3		N/A	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1		\$0.003796	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2		\$0.005109	N/A	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3		N/A	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 1		\$31.31	\$928.84	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 2		\$31.31	\$975.41	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 3		N/A	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1		\$0.003796	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2		\$0.005109	N/A	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3		N/A	N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1		\$4.19	\$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2		\$4.19	\$154.70	N/A
	Dark Fiber Cross Connect - Interoffice Zone 3		N/A	N/A	N/A
**	Dark Fiber Cross Connect - Loop/Subloop Zone 1		\$2.22	\$100.55	N/A
**	Dark Fiber Cross Connect - Loop/Subloop Zone 2		\$2.22	\$100.55	N/A
	Dark Fiber Cross Connect - Loop/Subloop Zone 3		N/A	N/A	N/A
**	Dark Fiber Cross Connect - Subloop Zone 1		\$2.22	\$123.76	N/A
**	Dark Fiber Cross Connect - Subloop Zone 2		\$2.22	\$123.76	N/A
	Dark Fiber Cross Connect - Subloop Zone 3		N/A	N/A	N/A
	Dark Fiber - Loop Inquiry Zone 1		N/A	\$72.22	N/A
	Dark Fiber - Loop Inquiry Zone 2		N/A	\$72.22	N/A
	Dark Fiber - Loop Inquiry Zone 3		N/A	N/A	N/A
	Dark Fiber - Sub Loop Inquiry Zone 1		N/A	\$72.22	N/A
	Dark Fiber - Sub Loop Inquiry Zone 2		N/A	\$72.22	N/A
	Dark Fiber - Sub Loop Inquiry Zone 3		N/A	N/A	N/A
	Dark Fiber - Interoffice Inquiry Zone 1		N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 2		N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 3		N/A	N/A	N/A
<b>NETWORK RECONFIGURATION SERVICE (Digital Cross-Connect System)</b>					
**	DSO DCS Port - Statewide		\$24.16	\$187.61	
**	DS1 DCS Port - Statewide		\$49.91	\$207.35	
**	DS3 DCS Port - Statewide		\$279.84	\$207.35	
	DCS Establishment Charge, per Database Setup		N/A	\$2,510.82	N/A
	Database Modification Charge, per request		N/A	\$122.23	N/A
	Reconfiguration Charge, per Crossconnect, per request		N/A	\$0.08	N/A
<b>SIGNALING SYSTEM 7 (SS7) &amp; DATABASES</b>					
**	STP Port		\$48,889.37	@	@
	SS7 Link		\$ 21.75	N/A	N/A
**	STP to Collocators Cage DS0		\$69.70	\$176.17	\$126.10
**	STP to Collocators Cage DS1		\$38.20	\$217.39	\$162.74
**	STP to Nevada Bell Trunk Distributing Frame		\$69.70	\$176.17	\$126.10
**	STP to Nevada Bell DSX Frame		\$38.20	\$217.39	\$162.74
	SS7 Signaling				
±	Point Code Addition		N/A	\$173.26	\$123.76
±	Global Title Translation Addition		N/A	\$123.76	\$99.01
	800 Database				
	per query		\$0.0040	N/A	N/A
	LIDB		\$0.0040	N/A	N/A
<b>SERVICE ORDER</b>					
	Simple Manual				
	New		N/A	\$ 49.80	N/A
	Disconnect		N/A	\$ 45.09	N/A
	Change		N/A	\$ 48.50	N/A
	Record		N/A	\$ 33.54	N/A
	Complex Manual				
	New		N/A	\$ 113.82	N/A
	Disconnect		N/A	\$ 42.40	N/A
	Change		N/A	\$ 100.17	N/A
	Record		N/A	\$ 33.64	N/A
	Electronic Simple				
	All		N/A	\$ 6.55	N/A

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
<b>RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION</b>			
<b>USAGE</b>			
Tandem Switching - MOU	\$0.001710		
Common Transport			
Fixed Mileage per MOU (Fixed Mileage)	\$0.007270		
End Office Switching - MOU	\$0.001610		
<b>TRANSITING-LOCAL TRAFFIC</b>			
Per MOU	\$0.008980		
<b>OTHER</b>			
<b>OS/DA [Non-UNE]</b>			
Directory Assistance			
Rate per call	\$ 0.37000	NA	
Express Call Completion Rate Per Call	\$ 0.15000	NA	
Directory Assistance (nationwide listing service) Rate Per Call	N/A	NA	
Branding - Facility Based			
- Initial Load	NA	\$ 3,000.00	
- Subsequent Load	NA	\$ 3,000.00	
Call Set-up Rate per attempted or completed ECCS call	\$ 0.0057	NA	
Lata-Wide Call Completion			
Rate per MOU for each completed ECCS call	\$ 0.0120	NA	
Operator Services			
Fully Automated Call Processing			
Rate per completed automated call	\$ 0.15	NA	
Operator Assisted Call Processing (Per work second)	\$ 0.03000	NA	
Branding - Facility Based			
- Initial Load	NA	\$ 3,000.00	
- Subsequent Load	NA	\$ 3,000.00	
Call Set-up Rate per attempted or completed ECCS call	\$ 0.0057	NA	
<b>MISCELLANEOUS</b>			
Lata-Wide Call Completion			
Rate per MOU for each completed ECCS call	\$ 0.0120	NA	
Local Exchange Routing Guide (LERG) Per NXX	NA	NA	
NXX Migration			
Migration charge/NXX	NA	NA	
Intercompany Terminating Compensation			
Port Charge (Residence)	\$ 1.25	NA	
Port Charge (Business)	\$ 1.75	NA	
Slamming investigation fee	NA	NA	
Local disconnect Report (LDR)	\$ 0.10	NA	
Per WTN			
<b>Message Exchange</b>			
ME 3rd Party Host--Facility CLEC			
CLEC Billing Charge (per message)	\$ 0.05		
Nevada Billing Charge (per message)	\$ 0.05		
Nevada Settlement Charge (per message)	\$ 0.16		
ME PB Host--Facility CLEC			
Set-Up Charge			\$8,500.00
Nevada Monthly Charge	\$1,200.00		
Nevada Message Processing Rate (per message)	\$0.014		
Nevada Replacement Tape Fee (per tape)	\$ 50.00		
Nevada Consulting/Training Fee (per hour)	\$80.00		
LEC Billing Rate	ICB		
CLEC Billing Rate (per message)	\$0.05		
ME 3rd Party or No Host--Resale/UNE CLEC			
CLEC Billing Charge (per message)	\$ 0.05		NA
Nevada Settlement Charge (per message)	\$ 0.16		
ME PB Host--Resale/UNE CLEC			
Set-Up Charge			\$4,250.00
Nevada Monthly Charge	\$600.00		
Nevada Message Processing Rate (per message)	\$0.014		
Nevada Message Packaging Rate (per message)	\$0.011		
Nevada Replacement Tape Fee (per tape)	\$ 50.00		
Nevada Consulting/Training Fee (per hour)	\$80.00		
LEC Billing Rate	ICB		
CLEC Billing Rate (per message)	\$0.05		



Nevada	Recurring	Non-Recurring	
		Initial	Add'l
<b>MAINTENANCE OF SERVICE CHARGES</b>			
Basic Time	N/A	First Half-Hour \$62.64	Each Addl. Half-Hour \$34.11
Overtime	N/A	\$69.14	\$40.61
Premium Time	N/A	\$94.22	\$47.10
<b>TIME &amp; MATERIAL CHARGES</b>			
Basic Time	N/A	First Half-Hour \$55.03	Each Addl. Half-Hour \$34.11
Overtime	N/A	\$61.53	\$40.61
Premium Time	N/A	\$68.04	\$47.10
<b>Poles and Duct (Structure)</b>			
	Annual		
Poles (\$/attachment/yr.)	\$ 1.26		
Per Foot Conduit Occupancy Fees			
Inner Duct (\$/ft/yr.)	\$ 0.87		
Full Duct (\$/ft/yr)	\$ 0.87		
		Non recurring	
Contract Administration Fee		\$ 125.00	
Administrative Record-Keeping Fee		\$ 125.00	
All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)			
@ See Supplemental Rate Sheet for Non-Recurring Charges			
** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.			
<b>OTHER RESALE</b>			
<b>Resale Discounts</b>			
	Recurring	Non recurring	
<b>Universal Lifeline Service</b>			
- Rates and Charges			
- Rate per month for each ULS access line:			
- Individual Line Flat Rate Lifeline Res. Service	18.05%	NA	
- Two-Party Line Flat Rate Lifeline Res. Service	18.05%	NA	
- Individual Line Standard Measured Lifeline Residence Service	18.05%	NA	
- Individual Line Low Use Measured Lifeline Residence Service	18.05%	NA	
- Suburban Primary Station Lifeline Residence Service	18.05%	NA	
- Farmer Line Lifeline Residence Service	18.05%	NA	
Call Restriction			
- Rates and Charges			
- each residence exchange line	18.05%	NA	
- each trunk and business exchange line	18.05%	NA	
<b>900 Call Blocking</b>			
- Rates and Charges			
- Add 900 Call Blocking- Residence			
- Call Blocking			
- Individual Line Flat Rate Residence Service			
- Subsequent Request	NA	18.05%	
- Individual Line Measured Rate Res. Service			
- Subsequent Request	NA	18.05%	
- Add 900 Call Blocking- Business			
- Call Blocking			
- Business Service Flat Rate			
- per line	NA	18.05%	
-Call Blocking			
- Business Service Measured Rate			
- per line	NA	18.05%	
<b>Listing Services</b>			
- Rates and Charges			
- Additional Listings and Lines of Information			
- Listing Type			
- Each business listing	18.05%	NA	
- Any individual residing at a residence, listed at the residence, each listing	18.05%	NA	
- Listing of guest of hotel, each listing	18.05%	NA	
- Reference to service of same subscriber, each listing	18.05%	NA	
- Reference to service of another subscriber, each listing	18.05%	NA	
- Other information in addition to a listing, each line	18.05%	NA	
- Non-Published Service	18.05%		
- Each Service	18.05%	NA	
<b>RESALE</b>			
<b>Elements for new and additional service, move and changes and in place connections. (BUSINESS)</b>			
- Service Ordering Charge, per customer request:			
- Connecting new or additional central office line	18.05%	NA	

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
- Move/chg. svc./equip., or add new or additional svc./equip. (other than central office line)	18.05%	NA	
- Move/chg. svc./equip. or add new or additional svc./equip. associated with CCS or CC2000 ftrs.	18.05%	NA	
- Central Office Line Connection Charge, per line:			
- Local Central Office	18.05%	NA	
- Contiguous Foreign Exchg./Foreign Prefix Svc.	18.05%	NA	
- Noncontiguous Foreign Exchange	18.05%	NA	
- Premises Visit Charge- each visit	18.05%	NA	
<b>Elements for new and additional service, move and changes and in place connections. (RESIDENCE)</b>			
- Service Ordering Charge, per customer request:	18.05%	NA	
- Connecting new or additional central office line	18.05%	NA	
- Move/chg. svc./equip., or add new or additional svc./equip. (other than central office line)	18.05%	NA	
- Move/chg. svc./equip., or add new or additional svc./equip. associated with CCS or CC2000 ftrs			
- Central Office Line Connection Charge, per line:	18.05%	NA	
- Local Central Office <sup>1</sup>	18.05%	NA	
- Contiguous Foreign Exchg./Foreign Prefix Svc.	18.05%	NA	
- Noncontiguous Foreign Exchange	18.05%	NA	
<b>Other Equipment and Facilities</b>			
- Charges for moving, rearranging, or changing of equip., apparatus, or facilities, other than provided in this Section, will be an amount equal to the cost of labor and material.	0%	NA	
<b>MOVE AND CHANGE CHARGES</b>			
<b>Cust. requested Number Chg. (BUSINESS)</b>			
- First Primary Service Line of each account	NA	18.05%	
- Each Additional Primary Service Line of same account on same order	NA	18.05%	
<b>Cust. requested Number Chg. (RESIDENCE)</b>			
- First Primary Service Line of each account	NA	18.05%	
- Each Additional Primary Service Line of same account on same order	NA	18.05%	
<b>SERVICE CONNECTION CHARGES</b>			
<b>New and Additional Complex Business Svc.</b>			
- Primary Service, each line:			
- Local and Extended Area Service			
- TAS trunk line service or Answering line	NA	18.05%	
- Tie line (same premises)	NA	18.05%	
- Custom Data Service, each line	NA	18.05%	
- Foreign Exchange Service, Contiguous, each line			
- TAS trunk line service or Answering lines	NA	18.05%	
- Foreign Exchange Svc., Noncontiguous, each line			
- TAS trunk line service or Answering lines	NA	18.05%	
- Foreign Prefix Svc. in same exchange, each line			
- TAS trunk line service or Answering lines	NA	18.05%	
- Extension Line; PBX, Horizon, ACD and TAS			
- Station Line Service; Secretarial Line Service:			
- Off-premises, in the same bldg. or different bldg. on continuous property			
- Extension Line	NA	18.05%	
- PBX, TAS, Horizon, or ACD Line	NA	18.05%	
- Secretarial Line	NA	18.05%	
- Off-premises, on noncontinuous property in the same central office serving area, each line			
- Extension Line	NA	18.05%	
- PBX, TAS, ACD, or Horizon line	NA	18.05%	
- Tie line	NA	18.05%	
- Secretarial line, Extension of an individual access line or trunk	NA	18.05%	
- Secretarial Line, Extension of a PBX line, ACD line or Horizon line	NA	18.05%	
- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line			
- Extension line	NA	18.05%	
- PBX, TAS, ACD, Horizon line or Tie line	NA	18.05%	
- Secretarial line - Extension of an individual access line or trunk	NA	18.05%	
- Secretarial line - Extension of a PBX line, ACD line or Horizon line	NA	18.05%	
<b>New and Additional Complex Residence Service</b>			
- Primary Service, each line:			

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
- Local and Extended Area Service			
- Individual access line, Trunk line service	NA	18.05%	
- Custom Data Service, each line	NA	18.05%	
- Foreign Exchange Service, Contiguous, each line			
- Individual access line, Trunk line service	NA	18.05%	
- Foreign Exchange Svc., Noncontiguous, each line			
- Individual access line, Trunk line service	NA	18.05%	
- Foreign Prefix Svc. in same exchange, each line			
- Individual access line, Trunk line service	NA	18.05%	
- Extension Line; PBX Primary Line; Secretarial Line Service			
- On and off premises in the same bldg. or different bldg. on continuous property, each line			
- Extension line	NA	18.05%	
- PBX line	NA	18.05%	
- Secretarial line	NA	18.05%	
- Off-premises on noncontinuous property in the same central office service area, each line			
- Extension line	NA	18.05%	
- PBX line	NA	18.05%	
- Secretarial line	NA	18.05%	
- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line			
- Extension line	NA	18.05%	
- PBX line	NA	18.05%	
- Secretarial line	NA	18.05%	
<b>EXCHANGE SERVICES</b>			
<b>FOREIGN EXCHANGE (FX) SERVICES</b>			
<b>Foreign Exchange Rates and Charges</b>			
- Foreign Exchange Mileage Rate			
- Each one-half mile or fraction thereof-			
- Each individual flat rate PBX business trunk	18.05%	NA	
- Each individual flat rate line primary station- Res. and Bus.	18.05%	NA	
<b>LOCAL EXCHANGE SERVICES</b>			
<b>Measured Rate Service</b>			
- Local Exchange Measured Rate Service			
- Rates and Charges			
- Rate per month for each primary individual line service (for all Nevada Bell exchanges unless otherwise noted):			
- Individual Measured Res. or Bus. Service	18.05%	NA	
- Individual Measured Business Service	18.05%	NA	
- Individual Standard Measured Residence Svc.	18.05%	NA	
- Individual Low Use Measured Residence Svc.	18.05%	NA	
- Usage rate schedule			
- The day rate applies to the following:			
- Initial minute	18.05%	NA	
- Additional minute	18.05%	NA	
- The evening rate applies to the following:			
- Initial minute	18.05%	NA	
- Additional minute	18.05%	NA	
- The night rate applies to the following:			
- Initial minute	18.05%	NA	
- Additional minute	18.05%	NA	
- Switched 56 Data Service			
- Rates and Charges			
- Each SW-56 equipped line or trunk			
- Datapath/TCM - 2-wire local	18.05%	18.05%	
- Datapath Extension (DPX) - 2-wire remote	18.05%	18.05%	
- Office Channel Unit Dataport/Control Mode Idle - 4-wire local	18.05%	18.05%	
- Office Channel Unit Dataport/Control Mode Idle - 4-wire remote	18.05%	18.05%	
<b>Flat-Rate Service</b>			
- Local Exchange Flat-Rate Service			
- Rates and Charges			
- Rate per month for each primary individual and party line service:			
- Individual Line Flat Rate Business Service	18.05%	NA	
- Individual Line Flat Rate Residence Service	18.05%	NA	
- Individual Line Flat Rate Business Service - Without Telephone	18.05%	NA	

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Individual Line Flat Rate Residence Service - Without Telephone	18.05%	NA	
	- Two-Party Line Flat Rate Business Service	18.05%	NA	
	- Two-Party Line Flat Rate Residence Service	18.05%	NA	
	- TeenLine			
	- Rates and Charges			
	- TeenLine	18.05%	NA	
	<b>Local Service Options</b>			
	- Farmer Line Service			
	- Rates and Charges			
	- Rate per month for each station			
	- Farmer Line Business Service	18.05%	NA	
	- Farmer Line Residence Service	18.05%	NA	
	- Suburban Service			
	- Rates and Charges			
	- Each suburban primary station service			
	- Suburban service- business	18.05%	NA	
	- Suburban service- residence	18.05%	NA	
	- Suburban Mileage			
	- Reno and Carson City Exchanges			
	- All customer's locations within one mile of the base rate area of s	NA	NA	
	- All additional customer locations	NA	NA	
	- All exchanges except Reno and Carson City			
	- All the customer's locations within one mile of the base rate area of special rate area	NA	NA	
	- All additional customer locations	NA	NA	
	<b>Interoffice Mileage Rates</b>			
	-Mileage rates- per month			
	- Mileage between Central Offices of Exchange for each individual residence or business service:			
	- First One-Quarter Mile or Fraction of Quarter Mile	18.05%	NA	
	- Each additional Quarter Mile or Fraction of Quarter Mile	18.05%	NA	
	<b>PRIVATE BRANCH EXCHANGE TRUNKS</b>			
	<b>Private Branch Exchange Trunks</b>			
	- Rates per month			
	- Mileage between COs of exchange			
	- First one-quarter mile or fraction thereof			
	- Each PBX trunk line equipped	18.05%	NA	
	- Each additional quarter mile or fraction thereof			
	- Each PBX trunk line equipped	18.05%	NA	
	<b>Measured Rate Trunks</b>			
	- Rates and Charges			
	- Rates apply to each trunk line equipped			
	- 2-wire monthly rate (all applicable exchanges)	18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)	18.05%	NA	
	<b>Flat Rate Trunks</b>			
	- Rates and Charges			
	- 2-wire monthly rate (all applicable exchanges)	18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)	18.05%	NA	
	<b>Direct-in-Dialing (DID) to PBX Systems</b>			
	- Rates and Charges			
	- DID service			
	- Group of DID Numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	- Additional Group of numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	<b>Two-way Operation to PBX Systems (DID/DOD)</b>			
	-Rates and Charges			
	- Two-way Operation			
	- Group of DID/DOD Numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	- Additional Group of DID/DOD numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	<b>PREMIUM EXCHANGE SERVICES</b>			
	<b>Extension Service</b>			

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
<b>Remote Call Forwarding</b>			
- Rates and Charges			
- The following rates are for Remote Call Forwarding Service and are in addition to Charges and Rates for equipment with which it is used.			
- First access path			
- Intrastate Inter-Service Area flat rate bus.	18.05%	NA	
- Interstate flat rate business	18.05%	NA	
- Intrastate Inter-Service Area flat rate res.	18.05%	NA	
- Interstate flat rate residence	18.05%	NA	
- Intra-Service Area flat rate business	18.05%	NA	
- Intra-Service Area flat rate residence	18.05%	NA	
- Additional access path		NA	
- each, Local	18.05%	NA	
- each, Toll	18.05%	NA	
<b>Premiere Communications Service</b>			
- Rates and Charges - Premiere 6			
- The rates and charges following are for Premiere 6 only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for equipment with which they are associated.			
- Basic Features, Premiere 6			
- Each line	18.05%	NA	
- Optional Line Features			
- Premiere 6 Call Waiting- each line	18.05%	NA	
- Premiere 6 Call Forwarding- each line	18.05%	NA	
- Premiere 6 Alternate Answering- each line	18.05%	NA	
- Optional Group Features			
- Premiere 6 Convenience Dialing- each Premiere 6 group	18.05%	NA	
- Premiere 6 Distinctive Ringing- each Premiere 6 group	18.05%	NA	
- Premiere 6 Outward WATS Access- each Premiere 6 group	18.05%	NA	
- Premiere 6 800 Service Access- each Premiere 6 group	18.05%	NA	
- Service Charges			
- Establishment of Service			
- Same time as associated access line(s)			
- Subsequent to establishing associated line	NA	18.05%	
- Service Charges below are applicable to the following changes in an established Premiere group. These rates and USOCs apply to both <b>Business and Residence</b> , except 800 Service.			
- Addition of optional feature(s) to an existing Premiere group- each group	NA	18.05%	
- Changes to the customer specified parameters associated with Premiere Alternate Answering- each line	NA	18.05%	
- Changes requested by the customer in the intercom designation code associated with Premiere Intercom- each line	NA	18.05%	
- Add a line to a Premiere group- each line	NA	18.05%	
- Change or remove a line from a Premiere group- each line	NA	18.05%	
- Change from Premiere 6 to Premiere 20- each line	NA	18.05%	
- Install Outward WATS/800 Service Access, each System	NA	18.05%	
- Measured Service			
- Rates and Charges - Premiere 20			
- The rates and charges following are for Premiere 20 only and are in addition to the applicable service connection charges and monthly rates for the access line with which they are associated.			
- Basic Features, Premiere 20- each line	18.05%	NA	
- Optional Line Features			
- Premiere 20 Call Waiting- each line	18.05%	NA	
- Premiere 20 Call Forwarding- each line	18.05%	NA	
- Premiere 20 Alternate Answering- each line	18.05%	NA	
- Premiere 20 Convenience Dialing- each line	18.05%	NA	
- Optional Group Features			
- Premiere 20 Distinctive Ringing- each group	18.05%	NA	
- Premiere 20 Outward WATS/800 Access-			
- WATS Access			
- each access code	18.05%	NA	

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- 800 Service Access				
	- each 800 Service Line	18.05%		NA	
	- Premiere 20 Additional Call Pickup Group				
	- each additional group	18.05%		NA	
	<b>Hunting Service</b>				
	- Rates and Charges <sup>1,2,3</sup>				
	- Hunting Service, each line in a hunt group				
	- Series Complete	18.05%		NA	
	- Circular	18.05%		NA	
	- Preferential	18.05%		NA	
	- Uniform Call Distribution	18.05%		NA	
	<b>Direct Connect</b>				
	- Rates and Charges				
	- each line	18.05%		18.05%	
	<b>Confinement Services Offered by Nevada Bell</b>				
	- Rates and Charges				
	- Rate Periods and Rate Discounts				
	- Mileage and Corresponding Rates for Initial Minute and each Additional Minute.				
	- Rate Mileage				
	- 0-10 Initial Minute	18.05%		NA	
	- 11-22 Initial Minute	18.05%		NA	
	- 23-55 Initial Minute	18.05%		NA	
	- 56-124 Initial Minute	18.05%		NA	
	- 125-Plus Initial Minute	18.05%		NA	
	- Operator Assisted Messages				
	- Operator Assisted Station	18.05%		NA	
	- Operator Assisted Person	18.05%		NA	
	- Station Service and Person Service				
	<b>JOINT USER SERVICE</b>				
	- Regulations				
	- the following rates apply in addition to the rates and charges for the facilities and all other service provided.				
	- joint user service is not furnished in connection with residence telephone service or farmer line service.				
	- Rates and Charges				
	- Rate per month for each joint user service:				
	- Individual Party or Answering Line Service				
	- all exchanges	18.05%		NA	
	- PBX or Cord-Operated Answering Service				
	- all exchanges	18.05%		NA	
	<b>DIRECTORY SERVICES</b>				
	<b>Local Directory Assistance Service</b>				
	-Rates and Charges				
	- Direct dialed calls to Directory Assistance				
	- Each call exceeding the Call Allowance	0.15%		NA	
	- Operator Assisted Calls to Directory Assistance				
	- Each operator assisted call exceeding the allowance (from Direct Dial Access stations)	0.15%		NA	
	- Each operator assisted call exceeding the allowance (from Non-Direct Dial Access stations)	0.15%		NA	
	<b>OPERATOR SERVICES</b>				
	<b>Local Operator Verification/ Interrupt Service</b>				
	- Rates and Charges				
	- Verification	0.15%		NA	
	- Combination of a verification and interruption of a conversation	0.15%		NA	
	<b>Operator Assisted Local Calls</b>				
	- Dial Station Message Toll Charges for the lowest rate step (0-10 miles), plus the appropriate Operator Service Charge, as set forth in Tariff A.6, apply to local calls placed with the assistance of a Utility operator.				
	<b>MESSAGE TELECOMMUNICATION SERVICE</b>				
	<b>STANDARD SERVICE OFFERINGS</b>				
	<b>Two-Point Message Telecommunication Service</b>				
	- Rates and Charges - Message Toll Rate - Reno LATA				
	- Rate Periods and Rate Discounts				

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Monday thru Friday				
	- day rate (8:00 am to 5:00 pm) = 0% discount.				
	- evening rate (5:00 pm to 11:00 pm)= 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Saturday, night rate, all hours = 50% discount.				
	- Sunday <sup>2</sup>				
	- night rate (8:00 am to 5:00pm) = 50% discount.				
	- evening rate (5:00 pm to 11:00 pm) = 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Mileage and Corresponding Rates for Different				
	Classes of Service - Day Rate Period				
	- Residence - Dial Station-to-Station				
	- Rate Mileage				
	- 0-10				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 11-22				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 23-55				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 56-124				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 125-plus				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	-Business and assisted types of calls				
	- Rate Mileage				
	- 0-10				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 11-22				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 23-55				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 56-124				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- 125-plus				
	- initial minute	18.05%		NA	
	- each additional minute	18.05%		NA	
	- Operator Assisted Messages				
	- In addition to the Dial Station-to-Station Rate, the				
	following service charges are applicable as outlined				
	in Regulations section A6.2.1.B.6.				
	- Customer Dialed Calling Card	18.05%		NA	
	- Operator Assisted Calling Card	18.05%		NA	
	- Operator Assisted Station	18.05%		NA	
	- Operator Assisted Person	18.05%		NA	
	- Coin Station Service and Coin Person Service				
	- The charge for a call paid for by coin deposit in a				
	public coin telephone is the sum of the				
	Business two-point message rates, operator				
	assisted service charge and federal tax, rounded to the nearer multiple of \$.05.				
	<b>Toll Stations</b>				
	- Rates and Charges				
	- Individual Access Lines and Primary Station Service				
	- Individual access line	18.05%		NA	
	- Extension Station Service Line				
	- Where located off the premises on which the				
	primary service point is located.				
	- Installation charge	NA		0%	
	- Monthly rate				
	<b>Message Toll Telephone Service</b>				
	- See this tariff for a complete list of rate centers and				
	Central Offices in the State of Nevada, together with				
	V-H coordinates for use in determining air-line mileages				
	for message toll telephone service and measured				
	exchange service.				
	<b>Toll Service - Station Service</b>				
	- Rates				
	- Each business or residence toll service-station,				
	per year	18.05%		NA	
	- Interconnection of two toll service-station line:				

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
terminating at same toll station or toll switchboard, each message	18.05%	NA	
- Messages between toll service-stations and the toll station or toll switchboard to which they are connected, each message	18.05%	NA	
<b>OPTIONAL CALLING PLANS</b>			
<b>Dial One Metro</b>			
- Rates and Charges			
- Dial One Metro - Residence			
- From EAD 1 to EADs 2, 3, 4, per billing account	18.05%		
- Non-recurring <sup>1</sup>		18.05%	
- From EAD 2 to EADs 1, 3, 4, per billing account	18.05%		
- Non-recurring <sup>1</sup>		18.05%	
- From EAD 3 to EADs 1, 2, 4, per billing account	18.05%		
- Non-recurring <sup>1</sup>		18.05%	
- From EAD 4 to EADs 1, 2, 3, per billing account	18.05%		
- Non-recurring <sup>1</sup>		18.05%	
- Dial One Metro - Business			
- From EAD 1 to EADs 2, 3, 4, per billing account	18.05%	NA	
- Non-recurring <sup>1</sup>		18.05%	
- From EAD 2 to EADs 1, 3, 4, per billing account	18.05%		
- Non-recurring <sup>1</sup>		18.05%	
- From EAD 3 to EADs 1, 2, 4, per billing account	18.05%		
- Non-recurring <sup>1</sup>		18.05%	
- From EAD 4 to EADs 1, 2, 3, per billing account	18.05%		
- Non-recurring <sup>1</sup>	NA	18.05%	
- Dial One Metro or Equivalent <sup>2</sup>			
- From Rural Telephone Company prefix 969 to EAD 7	18.05%	18.05%	
<b>WIDE AREA TELECOMMUNICATION SVC. (WATS)</b>			
<b>OUTWARD WATS AND 800 SERVICE</b>			
<b>Outward WATS and 800 Service</b>			
- Charges and Rates			
- Installation Charge			
- an access line will be furnished at the service connection charges or multi-element service charges equivalent to that of a business individual access line as shown in NE A3.			
- Extension Station Lines			
- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.			
- Move and Change Charge			
- Move or change an outward statewide access line	NA	18.05%	
- Move or change an outward intraLATA access line	NA	18.05%	
- Move or change an 800 access line	NA	18.05%	
<b>Outward WATS</b>			
- Rates and Charges			
- Access Rates			
- Statewide (Band 8)			
- Access line, each <sup>1</sup>	18.05%	NA	
- IntraLATA only (Band 9), within the customer's serving LATA			
- Access line, each	18.05%	NA	
- InterLATA only (Band 11), outside the customer's serving LATA			
- Access line, each	18.05%	NA	
- Monthly Usage Rates			
- Average Hours of Use per Line - Outward WATS			
- 0 - 15	18.05%	NA	
- 15.1 - 40	18.05%	NA	
- 40.1 - 80	18.05%	NA	
- over 80	18.05%	NA	
<b>800 Service</b>			
- Rates and Charges			
- Access Rates - Statewide			
- Access Line, each	18.05%	NA	
- Monthly Usage Rates - Statewide			
- Hours of Usage			
- Business Day, Monday thru Friday, 9a.m. to 9p.m.	18.05%	NA	
- Off Peak, All Other Hours	18.05%	NA	



Nevada	Recurring	Non-Recurring	
		Initial	Add'l
<b>CENTRAL OFFICE SERVICES</b>			
<b>TELEPHONE ANSWERING SERVICE</b>			
<b>Secretarial Answering Service</b>			
- Rates and Charges			
- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.			
- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:			
- 1/4 to 3/4 miles, flat rate			
- each extension line	18.05%	NA	
- 4/4 to 7/4 miles, flat rate			
- each extension line	18.05%	NA	
- over 7/4 miles, flat rate			
- each extension line	18.05%	NA	
<b>MISCELLANEOUS SERVICE OFFERINGS</b>			
<b>MILEAGE CHARGES</b>			
<b>Extension Lines</b>			
- Rates and Charges			
- Apply to each extension, PBX, order receiving equipment and key equipment station line.			
- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)			
- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)			
- Each one-quarter mile or fraction thereof-			
- Each extension station	18.05%	NA	
- Each PBX station	18.05%	NA	
- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)			
- Each extension station line or key equipment station line, per local loop (1 required per line)	18.05%	NA	
- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)	18.05%	NA	
- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)			
- First one-quarter mile or fraction thereof-			
- Each PBX station	18.05%	NA	
- Each extension station	18.05%	NA	
- Each additional one-quarter mile or fraction thereof-			
- Each PBX station	18.05%	NA	
- Each extension station	18.05%	NA	
- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:			
- for one customer;			
- served by dedicated cable between premises of same customer on noncontinuous property;			
- minimum cable capacity of 100 pairs and less than on airline mile in length.			
- Each dedicated cable			
- basic termination charge	NA	0%	
- rate per month	0%	NA	
- Service Area Transmission Equipment			
- installation charge	NA	0%	
- rate per month	0%	NA	
- expense incurred by the Utility to meet transmission and/or signaling requirements.			
<b>Tie Line Service</b>			
- Rates and Charges			
- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)	18.05%	NA	
- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Same Central Office, Each Loop (2 required)	18.05%	NA	

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
<b>MISCELLANEOUS SWITCHING ARRANGEMENTS</b>			
<b>Arrangements for Night, Sunday, and Holidays</b>			
- Rates and Charges			
- Termination in Central Office, With Night Listing for Private Branch Exchange System:			
- each terminal	18.05%	NA	
<b>Multiple Line Control Arrangements</b>			
- Rates and Charges			
- First 6 Lines of a Group	18.05%	18.05%	
- Each Additional Line of Same Group	18.05%	18.05%	
<b>TOLL RESTRICTION SERVICES</b>			
<b>Toll Diversion</b>			
- Rates and Charges			
- Changes in Telephone Prefixes and Codes:			
Each change in diverting equipment arrangement or call control equipment to divert or not divert calls to one or more telephone prefixes or codes:			
- For each Group of Trunks having the same diverting arrangement	NA	18.05%	
- Access Code Diverting Service:			
- Each central office arrangement of a trunk of a dial PBX system to divert access code "0" or "1"	18.05%	18.05%	
<b>DISCRETIONARY EXCHANGE SERVICES</b>			
<b>CUSTOM CALLING 2000</b>			
- Rates and Charges			
- Feature Rates			
- Call Management Features			
- Call Trace, residence			
- initial charge			
- each occurrence	18.05%	NA	
- Call Trace, business			
- initial charge			
- each occurrence	18.05%	NA	
- Caller ID, residence			
- per line	18.05%	NA	
- Caller ID, business			
- per line	18.05%	NA	
- Call Return, residence			
- per line	18.05%	NA	
- Call Return, business			
- per line	18.05%	NA	
- Repeat Dialing, residence			
- per line	18.05%	NA	
- Repeat Dialing, business			
- per line	18.05%	NA	
- Privacy Features			
- Per Call Blocking, residence			
- per line	NA	NA	
- Per Call Blocking, business			
- per line	NA	NA	
- Per Line Blocking, residence			
- per line	NA	NA	
- Blocked Call Rejection, residence			
- per line	18.05%	NA	
- Blocked Call Rejection, business			
- per line	18.05%	NA	
- Screen List Editing Features			
- Call Screen, residence			
- per line	18.05%	NA	
- Call Screen, business			
- per line	18.05%	NA	
- Priority Ringing, residence			
- per line	18.05%	NA	
- Priority Ringing, business			
- per line	18.05%	NA	
- Select Call Forwarding, residence			
- per line	18.05%	NA	
- Select Call Forwarding, business			
- per line	18.05%	NA	
- Multi-feature discounts			
- Multi-feature discount rates will apply when ordering the following CC2000 features			

Nevada	Recurring	Non-Recurring	
		Initial	Add'l
- Caller ID, Call Screen, Call Return, Repeat Dialing, Priority Ringing, Select Call Forwarding, and Blocked Call Rejection.			
- Multi-feature discounts apply to both Residence and Business features.			
- One feature, current discount is 0%			
- Two or more features, current discount is 25%			
<b>EXPRESS CALL COMPLETION SERVICE (ECCS)</b>			
- Rates and Charges			
- Per affirmative activation, per call	18.05%	NA	
<b>PRIMARY RATE ISDN (PRI)</b>			
- Rates and Charges			
- Primary Rate Interface <sup>1,2</sup>			
- 23B+Primary D interface, Each			
- Month-to-Month	18.05%	18.05%	
- 3 - year	18.05%	18.05%	
- 5 - year	18.05%	18.05%	
- Additional interfaces			
- 24B interface, Each			
- Month-to-Month	18.05%	18.05%	
- 3 - year	18.05%	18.05%	
- 5 - year	18.05%	18.05%	
- 23B+Back-up D interface, Each			
- Month-to-Month	18.05%	18.05%	
- 3 - year	18.05%	18.05%	
- 5 - year	18.05%	18.05%	
- Optional Features <sup>1</sup>			
- Alternate Route, each route	18.05%	18.05%	
- PRI - NET, each PRI interface and Centrex	18.05%	18.05%	
- Non-PRI Foreign Exchange/Foreign Prefix Connection, each path/each telephone number	18.05%	18.05%	
- PRI Subgroup, each subgroup	18.05%	18.05%	
- Private Facility Connection, each facility group/trunk group connected	18.05%	18.05%	
- User to User Information, each PRI interface	18.05%	18.05%	
- Change Charges			
- PRI Miscellaneous Change Charge			
- Each affected PRI serving arrangement	NA	18.05%	
<b>OPTIONAL DISCOUNT TOLL CALLING PLANS</b>			
- Rates and Charges			
- Comstock Plan - Residence			
- Monthly Toll Usage Revenues			
- \$0 - \$49.99			
- per minute rate is not changed			
- \$50.00 and above, per minute rate			
- per minute rate	18.05%	NA	
- Bonanza Plan - Business			
- Monthly Toll Usage Revenues			
- \$0 - \$14.99			
- per minute rate is not changed			
- \$15.00 - \$49.99			
- per minute rate	18.05%	NA	
- \$50.00 - \$249.99			
- per minute rate	18.05%	NA	
- \$250.00 and above			
- per minute rate	18.05%	NA	
- Optional Term Discounts - Business			
- 1- Year Term= Additional 5%	18.05%	NA	
- 2- Year Term= Additional 10%	18.05%	NA	
- 3- Year Term= Additional 15%	18.05%	NA	
<b>PRIVATE LINE SERVICES</b>			
<b>CHANNELS</b>			
<b>Charges.</b>			
- Channel Termination for Telephone Sets:			
- Each move or change of a channel termination	NA	18.05%	
- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.			
- Each change in location of a termination of a channel made on same premises at the customer's request	NA	18.05%	
- Change of Channel Termination where Customer-Owned Teletypewriter of Morse Station Eq. is used			

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Each termination moved or changed on the same premises at the customer's request	NA		18.05%	
	- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.				
	- Station channel	NA		18.05%	
	- Station channel extension	NA		18.05%	
	- Channels for Data Transmission (Schedules 0, 1, 2, 3, 3A, 4) and Teletypewriter Channels.				
	- Each termination of a channel moved or changed on the same premises at the customer's request	NA		18.05%	
	- Moves to different premises.				
	- A change of location from one premise to another will not be treated as a move but as a disconnect and a new install.				
	<b>CLASSIFICATION AND RATES</b>				
	<b>Series 1000 Channels</b>				
	- Private Line Service and Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Types 1001 and 1009C:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Types 1002 and 1005:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Type 1006				
	- Half duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for Each First Termination				
	- Types 1001 and 1009C:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Types 1002 and 1005:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Type 1006:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each first termination on premises				
	- CPE Termination				
	- Each	NA		18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Types 1001 and 1009C: <sup>1</sup>				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Types 1002, 1005, and 1006:				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- CPE Termination				
	- Each	NA		18.05%	
	- Parallel Drop - up to 30 Bauds				
	- Local Channel:, Each	18.05%		18.05%	
	- Type 1009C Channels <sup>2</sup>				
	- Each Serving Central Office Termination of an Outlying CPE Station (Alarmed Location)	18.05%		18.05%	
	- A change in termination from 1 Channel to another at the customer's request will be treated as a new installation.				
	- Station Arrangement - 150 Baud				
	- The rate applies to each first termination.				
	- Station Arrangement, Each	18.05%		NA	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each	18.05%		NA	

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Interexchange channel mileage for each 2-point or 2-point section of a Multipoint Channel, per airline mile, per month:					
	- Type 1001 and 1009C:					
	- First 40 miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Next 210 miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Additional Mile					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Type 1002, 1005, and 1006:					
	- First 40 miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Next 210 miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Additional Mile					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.					
	- Battery					
	- Battery Supply Other Than Dry Cells:					
	- Each A.C. or D.C. Battery Tap	18.05%		NA		
	- Private Line Teletypewriter Service and Channels					
	- Rates and Charges					
	- Local or Interexchange Private Line Teletypewriter Channels					
	- Channel between first 2 terminations on different premises on the same continuous property:					
	- 60, 75, 100 Speed					
	- Channel:					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- 150 Baud					
	- Channel:					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Channel between first terminations on different premises on noncontinuous property:					
	- Local Loop for termination on a premises					
	- 60, 75, 100 Speed					
	- Channel:					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- 150 Baud					
	- Channel:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:					
	- 60, 75, and 100 Speed and 150 Baud					
	- Channel:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Channels between Exchanges					
	- Terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office:					
	- Channel Terminal:					
	- Each	18.05%		NA		
	- Interexchange Channel Mileage for each 2-point Channel or 2 Point Section of a Multipoint Channel					

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	per Airline Mile					
	- 0-40 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Next 210 Miles					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Additional Mile					
	- Half Duplex	18.05%		NA		
	- Full Duplex	18.05%		NA		
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, Channel between first termination on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply if applicable.					
	- Station Arrangement - 150 Baud Service					
	- The charge applies:					
	- once to a Channel entirely on the same premises					
	- to each first termination on different premises					
	- Station Arrangement, Each	18.05%		NA		
	-Channels for Data Transmission					
	- Charges and Rates					
	- Local or Interexchange Private Line Channels					
	- Channel between first 2 terminations on different premises on the same continuous property:					
	- Schedule O					
	- Type 1001:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Schedule 1, 2, and 3					
	- Types 1002 and 1005:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Schedule 3A					
	- Types 1006 and 1009C:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Channel between first terminations on different premises on noncontinuous property:					
	- Local Loop for each first termination on a premise.					
	- Schedule O					
	- Type 1001:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Schedule 1, 2, and 3					
	- Types 1002 and 1005:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Schedule 3A					
	- Types 1006 and 1009C:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination					
	- Each	NA		18.05%		
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:					
	- Schedule O					
	- Type 1001:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Schedule 1, 2, 3, and 3A					
	- Types 1002, 1005, 1006 and 1009C:					
	- Half Duplex, Each	18.05%		NA		

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Full Duplex, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Channels between Exchanges (Interexchange Channels):					
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office					
	- Half or Full Duplex:					
	- Channel Terminal, Each		18.05%		NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month					
	- Schedule O:					
	- 0-40 Miles					
	- Half Duplex		18.05%		NA	
	- Full Duplex		18.05%		NA	
	- Next 210 Miles					
	- Half Duplex		18.05%		NA	
	- Full Duplex		18.05%		NA	
	- Each Additional Mile					
	- Half Duplex		18.05%		NA	
	- Full Duplex		18.05%		NA	
	- Schedule 1, 2, 3, and 3A:					
	- 0-40 Miles					
	- Half Duplex		18.05%			
	- Full Duplex		18.05%			
	- Next 210 Miles					
	- Half Duplex		18.05%		NA	
	- Full Duplex		18.05%		NA	
	- Each Additional Mile					
	- Half Duplex		18.05%		NA	
	- Full Duplex		18.05%		NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.					
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.					
	<b>Series 2000 Channels</b>					
	- Private Line Telephone Service and Channels					
	- Charges and Rates					
	- Local or Interexchange Private Line Telephone Service and Channels					
	- Channel between the first 2 terminations on different premises on the same continuous property:					
	- Half Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- Full Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Channel between first terminations on different premises on noncontinuous property					
	- Half Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- Full Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination					
	- Half Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- Full Duplex:					
	- Type 2001, Each		18.05%		NA	
	- Type 2002, Each		18.05%		NA	
	- CPE Termination:					
	- Each		NA		18.05%	
	- Signaling (if required)					
	- Per Local Loop or Channe		18.05%		NA	

Nevada		Recurring			Non-Recurring	
					Initial	Add'l
	- Channels between Exchanges (Interexchange Channels):					
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office					
	- Channel Terminal:					
	- Each	18.05%		NA		
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month					
	- First 40 Miles:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- Next 210 Miles:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- Each Additional Mile:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.					
	- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Interexchange Private Lines to which it is connected and which can be operated as a separate private line.					
	- Switching Arrangements (See Regulation 1.(1) )					
	- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.					
	- Switching Arrangement:					
	- Local Service or Channel:					
	- Each	18.05%		NA		
	- Interexchange Service or Channel:					
	- Each	18.05%		NA		
	- Private Line Services and Channels for Data Transmission					
	- Charges and Rates					
	- Local or Interexchange Private Line Channels					
	- Channel between first 2 terminations on different premises on the same continuous property					
	- Types 2001, 2002, and 2006:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Channel between first terminations on different premises on noncontinuous property					
	- Local Loop for each first termination on a premise					
	- Types 2001, 2002, and 2006:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination					
	- Types 2001, 2002, and 2006:					
	- Half Duplex, Each	18.05%		NA		
	- Full Duplex, Each	18.05%		NA		
	- CPE Termination:					
	- Each	NA		18.05%		
	- Channels between Exchanges (Interexchange Channels)					
	- Each channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel, in a Central Office					
	- Half or Full Duplex:					
	- Channel Terminal, Each	18.05%		NA		
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel					



Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Next 210 Miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each Additional Mile				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property, also apply, if applicable.				
	<b>Series 3000 Channels</b>				
	- Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels-				
	Type 3001				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- CPE Termination:				
	- Each	NA		18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for Each First Termination				
	- Type 3001:				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- CPE Termination:				
	- Each	NA		18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- CPE Termination:				
	- Each	NA		18.05%	
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point or 2-point section of a Multipoint Channel in a Central Office				
	- Half Duplex:				
	- Channel Terminal, Each	18.05%		NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- First 40 miles				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- Next 210 Miles				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- Each Additional Mile				
	- Half Duplex, Each	18.05%		NA	
	- Full Duplex, Each	18.05%		NA	
	- Each Interexchange Channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of the same Channel on different premises on the same continuous property as the first termination, also applies.				
	- Station Arrangement - 150 Bauds				
	- This charge applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each	18.05%		NA	
	- Channel conditioning arrangements may be provided for Type 3001 Channels with the rates and provisions of Tariff PL B3.3.1				

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Signaling for Type 3001 Channels (if required)				
	- Per Local Loop or Channel Arranged	18.05%	NA		
	- A change in termination from 1 channel to another at the customer's request will be treated as a new installation.				
	- Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels- Schedules 3A and 4				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Type 3002:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Type 3001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Type 3002:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Type 3002:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- CPE Termination:				
	- Each	NA	18.05%		
	- Bulk Pricing (for large volumes of Type 3002) (See NOTE 4 for nonrecurring charge information)				
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- Channel Terminal, Bulk Pricing:				
	- Half Duplex, Each	18.05%	NA		
	- Full Duplex, Each	18.05%	NA		
	- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month	18.05%	NA		
	- Charge to meet Bulk Pricing "minimum" channel service charge requirement				
	- per channel	18.05%	NA		
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Channel Terminal, Each	18.05%	NA		
	- Interexchange channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex	18.05%	NA		
	- Full Duplex	18.05%	NA		
	- Next 210 Miles				

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each Additional Mile				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Schedule 4:				
	- 0-40 Miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Next 210 Miles				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each Additional Mile				
	- Half Duplex	18.05%		NA	
	- Full Duplex	18.05%		NA	
	- Each channel also requires a local loop for each station location on noncontinuous property In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also apply, if applicable.				
	- Signaling for Schedule 4 Channels (if required)				
	- Local Loop or Channel:				
	- Arranged for Signaling	18.05%		NA	
	- Station Arrangements - Schedule 3A				
	- The rate applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each	18.05%		NA	
	- Switching Arrangements for Schedule 4				
	Channels are furnished with the rates and provisions of Tariff PL B3.2.2.				
	- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.				
	- Local Area Data Channels (LADC)				
	- Charges and Rates				
	- Channel between first two terminations on different premises on the same continuous property.				
	- Type:				
	- 2-wire, Each	18.05%		NA	
	- 4-wire, Each	18.05%		NA	
	- Termination				
	- Each	NA		18.05%	
	- Channel between two terminations.				
	- Local Loop for each termination.				
	- Type:				
	- 2-wire, Each	18.05%		NA	
	- 4-wire, Each	18.05%		NA	
	- Termination:				
	- Each	NA		18.05%	
	<b>Other Channels</b>				
	- Bell and Lights System Attack Warning Service				
	This service is not offered at this time.				
	- Farmer Lines				
	- Rates and Charges				
	- Connection Charge				
	- Each connection made with customer-owned facilities				
	- Channel Rate - Each Channel				
	- In Cable				
	- Each one-quarter mile or fraction thereof, airline measurement, per year	18.05%		NA	
	- Open Wire				
	- First one-quarter mile or fraction thereof, airline measurement, per month	18.05%		NA	
	- Each additional one-quarter mile or fraction thereof, airline measurement, per month	18.05%		NA	
	<b>OTHER FEATURES AND ARRANGEMENTS</b>				
	<b>Classification and Rates - Channel Conditioning</b>				
	- Charges and Rates				
	- Type C1, C2, and C4 Channel Conditioning				
	- For the First Station in an Exchange:				
	- On a 2-point Channel not arranged for Switching:				
	- Type C1	18.05%		18.05%	
	- Type C2	18.05%		18.05%	

Nevada		Recurring			Non-Recurring	
			Initial	Add'l		
	- Type C4	18.05%	18.05%			
	- On a 2-point Channel arranged for:					
	- Switching Type C1	18.05%	18.05%			
	- Multi Point Type C1	18.05%	18.05%			
	- On a Multi Point Channel:					
	- Type C2	18.05%	18.05%			
	- For Each Additional Station on the Same Channel and in the Same Exchange as the First Station:					
	- Type C1	18.05%	18.05%			
	- Type C2	18.05%	18.05%			
	- Type C4	18.05%	18.05%			
	- Type D1, High Performance Data Conditioning applies to Schedule 4 Channels for data transmission.					
	- When High Performance Data Conditioning is ordered subsequent to the installation of the Data Channel, a charge equal to the Installation Charge for the Local Channel will apply for each Local Channel in addition to the charge for the High Performance Data Conditioning.					
	- On a 2-point Channel not arranged for Switching:					
	- Type D1, Per Channel	NA	18.05%			
	<b>Classification and Rates - Signaling Options</b>					
	- Charges and Rates					
	- Dial Conditioning Arrangement used with Channels Between Non-contiguous Exchanges					
	- The dial conditioning arrangement charge would not apply when furnished at a service point equipped with an interexchange switching arrangement.					
	- Dial Signaling Arrangement:					
	- Per Point Service	18.05%	NA			
	- Dial Termination Arrangement:					
	- Per Point Service	18.05%	NA			
	<b>Classification and Rates - Multipoint Service and Multistation Arrangements</b>					
	- Charges and Rates					
	- Intraexchange					
	- Multipoint Charge:					
	- Per Central Office Termination	18.05%	18.05%			
	- Interexchange					
	- Multipoint Charge:					
	- Per Central Office Termination	18.05%	18.05%			
	<b>DIGITAL ACCESS SERVICE</b>					
	<b>DIGITAL DATA SERVICE</b>					
	<b>Rates and Charges</b>					
	- Channels Between Digital Cities					
	- The rates below apply for each two-point channel section furnished between Digital City Rate Centers.					
	- Airline Mileage					
	- Each mile at 2.4 Kbps	18.05%	NA			
	- Each mile at 4.8 Kbps	18.05%	NA			
	- Each mile at 9.6 Kbps	18.05%	NA			
	- Each mile at 56 Kbps	18.05%	NA			
	- Channels					
	- Each channel at 2.4 Kbps	18.05%	NA			
	- Each channel at 4.8 Kbps	18.05%	NA			
	- Each channel at 9.6 Kbps	18.05%	NA			
	- Each channel at 56 Kbps	18.05%	NA			
	- Local Distribution Channel					
	- The rates below apply for each two-point Local Distribution Channel terminated at a station in a Digital City Serving Area, thereby providing a path for digital transmission between the Serving Wire Center Central Office and the customer's premises.					
	- Transmission speed					
	- 2.4 Kbps	18.05%	18.05%			
	- 4.8 Kbps	18.05%	18.05%			
	- 9.6 Kbps	18.05%	18.05%			
	- 56 Kbps	18.05%	18.05%			
	- Interoffice Digital Channel					
	- The rates below apply for each two point channel section furnished between the Principal Central Office and the Serving Central Office.					
	- Transmission speed per channel					
	- 2.4 Kbps	18.05%	NA			
	- 4.8 Kbps	18.05%	NA			
	- 9.6 Kbps	18.05%	NA			

Nevada		Recurring		Non-Recurring	
				Initial	Add'l
	- 56 Kbps		18.05%	NA	
	- Transmission speed per airline mile				
	- 2.4 Kbps		18.05%	NA	
	- 4.8 Kbps		18.05%	NA	
	- 9.6 Kbps		18.05%	NA	
	- 56 Kbps		18.05%	NA	
	- Multi-Station Arrangement				
	- A monthly charge per station applies when a Digital Data Service is arranged for multi-station operation				
	- Each station		18.05%	NA	
	- Move Charges				
	- When Local Distribution Channels are moved to a new location on the same premises, one-half the installation charge applies.				
	- When Local Distribution Channels are moved to a new location on a different premises, the installation charge applies.				
	<b>HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE</b>				
	<b>Rates and Charges</b>				
	- 1.544 Mbps. HICAP Service				
	- Channel Termination				
	- Initial circuit				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Each additional circuit (same two locations)				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Channel Mileage				
	- Channel Mileage Facility				
	- per mile		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Channel Mileage Termination				
	- per termination		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Optional Features and Functions				
	- Central Office Multiplexing				
	- DS-1 to Voice/Digital		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	<b>PHYSICAL COLLOCATION</b>		UNIT	Monthly	Non-Recurring
	<b>Application Processing Fee</b>				
		Initial	Application	None	\$855.44
		Subsequent	Application	None	\$353.04
	<b>Project Management Fee</b>				
		Initial	Application	None	\$2,547.41
		Subsequent	Application	None	\$1,543.09
		Non-standard	Application	None	TBD
		CEV, HUT & Cabinet	Application	None	\$891.96
	<b>Floor Space Charges</b>				
	Caged Collocation		sq. ft.	\$5.84	None
	(Augment rates are same as above per unit.)				
	Telecommunications Site Conditioning Space Charge		sq. ft.	None	\$22.88
	(Augment rates are same as above per unit.)				
	Cage Common Systems Materials Charge		sq. ft.	\$0.94	\$117.64
	Safety & Security		sq. ft.	\$0.00	\$46.86
	<b>Cageless Collocation</b>				
	Floor Space Charges (Standard Bay)		per 10 Sq. Ft.	\$58.35	None
	Floor Space Charges (Cabinet/Large Bay)		per 18 Sq. Ft.	\$105.03	None
	Telecommunications Site Conditioning Space Charge (Standard Bay)		per 10 Sq. Ft.	None	\$228.82

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	Telecommunications Site Conditioning Space Charge (Cabinet/Large Bay)	per 18 Sq. Ft.	None	\$411.88
	Cageless Common Systems Materials Charge (Standard Bay)	per 10 Sq. Ft.	\$12.51	\$1,561.70
	Cageless Common Systems Materials Charge (Cabinet/Large Bay)	per 18 Sq. Ft.	\$22.51	\$2,811.06
	Safety & Security (Standard Bay)	per 10 Sq. Ft.	None	\$468.58
	Safety & Security (Cabinet/Large Bay)	per 18 Sq. Ft.	\$0.00	\$843.45
	<b>Power Engineering Fee</b>			
	<b>Engineering DC Power</b>	Placement	\$0.00	\$792.27
	<b><u>DC Power, Standard Power Consumption Arrangement</u></b>			
	<b><u>Arrangements (Caged Collocation)</u></b>			
	Per 20 AMPS	each	\$286.94	None
	Per 40 AMPS	each	\$573.88	None
	Per 50 AMPS	each	\$717.35	None
	Per 100 AMPS	each	\$1,434.71	None
	Per 200 AMPS	each	\$2,869.42	None
	<b><u>Power Consumption Charges Cageless</u></b>			
	Per 20 AMPS	each	\$286.94	None
	Per 40 AMPS	each	\$573.88	None
	Per 50 AMPS	each	\$717.35	None
	Per 100 AMPS	each	\$1,434.71	None
	Per 200 AMPS	each	\$2,869.42	None
	<b><u>Adjacent On-site Arrangements</u></b>			
	Per 20 AMPS	each	\$204.86	None
	Per 40 AMPS	each	\$409.73	None
	Per 50 AMPS	each	\$512.16	None
	Per 100 AMPS	each	\$1,024.32	None
	Per 200 AMPS	each	\$2,048.63	None
	<b><u>Power Arrangement</u></b>			
	<b><u>Caged Collocation</u></b>			
	Power Dedicated - 20 AMP	each	\$19.11	\$2,385.76
	Power Dedicated - 40 AMP	each	\$21.41	\$2,673.32
	Power Dedicated - 50 AMP	each	\$21.41	\$2,673.32
	Power Dedicated - 100 AMP	each	\$32.30	\$4,033.48
	Power Dedicated - 200 AMP	each	\$77.83	\$9,718.17
	<b><u>Cageless Collocation</u></b>			
	Power Dedicated - 20 AMP	each	\$19.11	\$2,385.76
	Power Dedicated - 40 AMP	each	\$21.41	\$2,673.32
	Power Dedicated - 50 AMP	each	\$21.41	\$2,673.32
	Power Dedicated - 100 AMP	each	\$32.30	\$4,033.48
	Power Dedicated - 200 AMP	each	\$77.83	\$9,718.17
	<b><u>Adjacent On-site Collocation Power Delivery Provisioning Charge</u></b>			
	Power - 50 AMPS Engineering per four power cables (quad)	each	\$0.00	\$5,821.70
	Power - 50 AMPS Cables Linear ft. per cable quad	each	\$1.26	\$157.09
	Power - 200 AMPS Engineering per four power cables (quad)	each	None	\$5,821.70
	Power - 200 AMPS Cables Linear ft. per cable quad	each	\$1.75	\$218.39
	<b><u>For Augments the Power Delivery Charge. Augments on Power Caged/Cageless</u></b>			
	Power Dedicated - 20 Amps	each	\$19.11	\$2,385.76
	Power Dedicated - 40 Amps	each	\$21.41	\$2,673.32
	Power Dedicated - 50 Amps	each	\$21.41	\$2,673.32
	Power Dedicated - 100 Amps	each	\$32.30	\$4,033.48
	Power Dedicated - 200 Amps	each	\$77.83	\$9,718.17
	<b><u>DC Power Panel (Maximum 50 AMP) - Optional</u></b>	each	\$24.90	\$3,109.61
	<b><u>DC Power Panel (100/200 AMP)</u></b>	each	\$29.59	\$3,695.31
	<b><u>AC Transmission Energy Charge</u></b>			

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
<b>LOOPS</b>								
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
5db Cond. (Assured) - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
5db Cond. (Assured) - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
5db Cond. (Assured) - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
4-Wire Digital Copper - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Copper - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Copper - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 Loop - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
<b>NETWORK INTERFACE DEVICE</b>								
NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
<b>CROSS CONNECTS TO COLLOCATION CAGE</b>								
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PORTS</b>								
2-Wire Basic Port - Initial (Manual/Fax - Simple)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Initial (CESAR/LEX - Simple)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00



	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
2-Wire Basic Port - Additional (Manual/Fax - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
2-Wire Basic Port - Additional (CESAR/LEX - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
2-Wire Basic Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Initial (Manual/Fax - Simple)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Initial (CESAR/LEX - Simple)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Additional (Manual/Fax - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Additional (CESAR/LEX - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex System Establishment	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
ISDN BRI Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
<b>VERTICAL FEATURES</b>								
Custom Calling Features - Initial (Manual/Fax - Simple)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Initial (CESAR/LEX - Simple)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Initial (Mechanized)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (Manual/Fax - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (CESAR/LEX - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>BASIC SWITCHING</b>								
End Office Dedicated (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
End Office Dedicated (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Switching Establishment	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>INTEROFFICE TRANSMISSION</b>								
Dedicated Transport								
Entrance Facilities								
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Add. (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
Voice Grade - Add. (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
Voice Grade - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/Equipment - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/O Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 W/O Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 W/O Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
Dedicated Transport								
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
Voice Grade - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
Dedicated Transport Cross Connects								
2-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>MULTIPLEXING</b>								
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS1/DS0 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
DS3/DS1 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
<b>SIGNALING SYSTEM 7 (SS7)</b>								
STP Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
SS7 Link - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$0.00	\$0.00	\$0.00	\$0.00

# **Attachment 19**

## **Physical Collocation**

# **Attachment 20**

## **Directory Assistance (DA)**

# **Attachment 21**

**Operator Service (OS)**

# **Attachment 22**

## **Merger Conditions**



# **Attachment 6**

**UNE Appendix**

# **Attachment 8**

## **Pricing**

# APPENDIX PHYSICAL COLLOCATION

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## APPENDIX PHYSICAL COLLOCATION

### 1. INTRODUCTION

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

### 2. DEFINITIONS

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

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

- 2.19 **“Delivery Date”** is the date which SBC-13STATE provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.20 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6 of this Appendix.
- 2.21 **“Eligible Structure”** is (1) an SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.22 **“Engineering Design Charge”** is the charge assessed by SBC-MOKA to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.
- 2.23 **“Entrance Fiber Facility”** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the SBC-13STATE designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the SBC-13STATE Eligible Structure, if available.
- 2.24 **“Extraordinary Costs”** include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in SBC-AMERITECH.
- 2.25 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.26 **“Infrastructure Systems”** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.27 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation

in the SBC-13STATE's, which is located on the SBC-13STATE CLEC ONLINE Web-Site (<https://clec.sbc.com>).

- 2.28 “**Non Standard Collocation Request (NSCR)**” in SBC-AMERITECH, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.29 “**Other Central Office Space**” denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.30 “**Physical Collocation**” is as defined in Section 4 of this Appendix.
- 2.31 “**Physical Collocation Space**” is the space provided for the Collocator’s physical collocation arrangement located within a SBC-13STATE Eligible Structure.
- 2.32 “**Point of Termination (POT)**” denotes the point of demarcation, within an Eligible Structure at which the SBC-13STATE responsibility for the provisioning of service ends.
- 2.33 “**Premises**” means SBC-13STATE's Eligible Structures and all land owned, leased or otherwise controlled by SBC-13STATE that is adjacent to these Eligible Structures.
- 2.34 “**Preparation Charges**” are the charges applicable to the preparation of SBC-AMERITECH Premises for Collocation, including any COBO charges, cage enclosure charges, and extraordinary charges or expense.
- 2.35 “**Project Management Fee**” reflects SBC-13STATE's labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.36 “**Shared Physical Collocation Cage**” is a caged Physical Collocation Space that is shared by two or more Collocators within the SBC-13STATE's Eligible Structure.
- 2.37 “**Technically Feasible**” - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible.
- 2.38 “**Unbundled Network Element (UNE)**” is As Defined in the Act.



2.39 “Unused Space” denotes any space in the Eligible Structure which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for SBC-13STATE network equipment including affiliates and third parties. Denotes space that is vacant and does not contain SBC-13STATE equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space. May also be used to denote space within a specific Collocator’s area that is not occupied by or reserved for Collocator’s equipment. (See also sections 4.1.2.1, 4.1.3.1 and 5.12)

### 3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which SBC-13STATE will provide Physical Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, SBC-13STATE shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SBC-13STATE. To the extent that SBC-13STATE has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by SBC-13STATE.

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

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

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the

final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

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

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

#### 4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

##### 4.1.1 Caged Physical Collocation

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

#### 4.1.2 Shared Caged Collocation

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

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

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. A request and any subsequent order for New Shared

Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, **SBC-13STATE** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating Collocator. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to construct the Shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein.

Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

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

- 4.1.2.1.4 The Primary Collocator represents and warrants to **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.
- 4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

#### 4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE**'s Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.
- 4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.
- 4.1.3.5 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.
- 4.1.3.6 **SBC-13STATE** may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **SBC-13STATE**

must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

#### 4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office. When power requirements are beyond these office capacities and distance limitations, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR)



and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. SBC-13STATE will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement.

- 4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, SBC-13STATE will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead SBC-13STATE will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.
- 4.2 All requests for “**Other Physical Collocation**” arrangements will be considered on a case-by-case basis (Unique Collocation Arrangement or NSCR). When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If SBC-13STATE refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.
- 4.3 The Collocator's SBC-13STATE Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an SBC-13STATE Approved Power Installation Vendor to install power cable(s) from the Collocator's dedicated space to the designated SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.
- 4.4 SBC-13STATE shall permit Collocator to place its own connecting transmission facilities within SBC-13STATE's Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE, subject to reasonable safety limitations.
- 4.5 SBC-13STATE shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same SBC-13STATE wire center provided the Collocators are interconnected with SBC-

13STATE network. Available connections include copper cable, coaxial cable, and fiber optic cable.

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

## 5. SPACE AVAILABILITY

5.1 At the request of Collocator, SBC-13STATE will provide space for Physical Collocation as described above. SBC-13STATE is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, SBC-13STATE will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where SBC-13STATE proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

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

deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

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

5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question without charge and within ten (10) business days or such later date as mutually agreed from the receipt of **SBC-13STATE**'s denial of space notification. Prior to taking a tour, each representative must execute and deliver to **SBC-13STATE** a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an **SBC-13STATE**'s Eligible Structure.

5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.

5.3.2 If **SBC-13STATE** denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, **SBC-13STATE** or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s Internet site(s), indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation Space.

- 5.5 Upon request, **SBC-13STATE** must submit to the Requesting Carrier a report indicating the available collocation space in a particular **SBC-13STATE** Eligible Structure. 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. This report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. **SBC-13STATE** will provide a report for one (1) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once for central offices where there is no current collocation or collocation forecasted, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.
- 5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Eligible Structure for which a report is ordered.
- 5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.
- 5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided , however that neither **SBC-13STATE** nor any

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

- 5.10 At the request of the Commission or Collocator, SBC-13STATE shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. SBC-13STATE shall be permitted to recover the cost of removal and/or relocation of such equipment if SBC-13STATE incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).
- 5.11 SBC-13STATE may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that SBC-13STATE shall not set a maximum space limitation on Collocator unless SBC-13STATE proves to the Commission that space constraints make such restrictions necessary.

## 6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the SBC-13STATE's network "for the transmission and routing of telephone exchange service or exchange access," or for access to SBC-13STATE's unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. Collocator may not collocate Multifunctional

Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and Collocator. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

- 6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such 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-13STATE** voluntarily allows Collocator to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.
- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. Collocator may not collocate, or place into **SBC-13STATE**'s equipment, Collocator's equipment sub-components or piece-parts.
- 6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC 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 CLEC identified and controlled (*i.e.*, CLEC

owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and Collocator mutually agree to such collocation.

- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" 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; (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.
- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows Collocators to place in its premises certain ancillary equipment solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and Collocator mutually agree to such placement. Collocator may not place in **SBC-13STATE** premises, types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs) harm **SBC-13STATE**'s ability to plan for and provide service to other customers including, but not limited to, other Collocators.
- 6.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATES** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-

vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

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



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

## 7. PHYSICAL COLLOCATION SPACE CHARGES

### 7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Application and Project Management Fees. A copy of the Physical Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Website. The Physical Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

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

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

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for

collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements SBC-13STATE employs to protect SBC-13STATE equipment and ensure network reliability.
- 7.5 Payment of Preparation/Site Preparation/COBO Charge - Prior to any obligation on SBC-13STATE to start any preparation of the Physical Collocation Space, Collocator shall pay SBC-13STATE fifty percent (50%) of the Preparation/Site Preparation/COBO Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.
- 7.6 Occupancy Conditioned on Payment - SBC-13STATE shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until SBC-13STATE is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO.
- 7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SBC-13STATE has begun preparation of the Physical Collocation Space but before SBC-13STATE has been paid the entire amounts due under this Appendix, then in addition to any other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SBC-13STATE's intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

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

## 8. USE OF PHYSICAL COLLOCATION SPACE

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

such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

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

## 9. COLLOCATOR RESPONSIBILITIES

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.

- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.
- 9.3 Procurement, installation and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.
- 9.4 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the dedicated space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:
- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its Collocator Telecom Equipment;
- 9.6.3 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation Space; and

- 9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.
- 9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from **SBC-13STATE**'s BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.
- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Collocator must complete placement of Collocator Telecom Equipment in the Physical Collocation Space and interconnect to **SBC-13STATE**'s network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.
- 9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."
- 9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**.

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

## 10. COOPERATIVE RESPONSIBILITIES

- 10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and

preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

- 10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (e.g., **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC ILEC**'s standards and requirements. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.
- 10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Website.
- 10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Website or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
- 10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Website, **SBC ILEC**'s standards and requirements for equipment and facility installations, and the TP76200MP in the **SBC-13STATES**.
- 10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at



least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

- 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC ILEC**'s standards and requirements for facility installations to the Collocator's assigned Physical Collocation Space.
  - 10.5.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.
  - 10.5.3 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE**'s standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.
- 10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the

emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s) from the dedicated space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities.

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

- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.
- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.
- 10.16 Upon termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment and facilities from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering

other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) business days after termination of the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall be responsible for exercising reasonable caution when removing physically collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, Collocators will indemnify and hold SBC-13STATE harmless for any damage done to physically collocated equipment if SBC-13STATE permits the Collocator to hire an SBC-13STATE approved contractor to remove physically collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non- SBC-13STATE location, at the expense of the Collocator.

- 10.17 Upon termination of the Physical Collocation arrangement, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.
- 10.18 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, SBC-13STATE may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold SBC-13STATE harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SBC-13STATE.
- 10.19 Other than the security restrictions described herein, SBC-13STATE shall place no restriction on access to Collocator's central office Physical Collocation Space

by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

- 10.20 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 10.21 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

## 11. TESTING AND ACCEPTANCE

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

- 11.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

**12. DELIVERY INTERVALS**

12.1 The construction interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator the requested Physical Collocation Space. The construction interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the construction interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. **SBC-13STATE** will complete Construction of all Active Collocation Space requests for Physical Collocation in accordance to the following:

<u>Complete and Accurate Applications by One Collocator per state or metering region</u>	<u>Physical Construction Intervals</u>
1 – 5	90 Calendar Days
6-10	95 Calendar Days
11-15	100 Calendar Days
16-20	105 Calendar Days

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

space in all Eligible Structures apply where the Collocator is requesting a standard power offering.

- 12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE**.
- 12.4 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, **SBC-13STATE** will complete construction of requests for caged, shared, or cageless collocation within one hundred eighty (180) calendar days from receipt of Collocator's complete and accurate Physical Collocation Application. The Collocator must provide **SBC-13STATE**, within seven (7) days from granted space notification, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application). The above construction intervals will not start until such time the confirmatory response and applicable fees are received. If the Collocator has not provided SWBT such response and payment by the twelfth (12th) day, the application will be canceled.
- 12.4.1 Should the Collocator submit six (6) or more applications within five (5) calendar days the provisioning interval will be increased by five (5) calendar days for every five (5) additional applications.
- 12.5 For the interconnection cabling Augments, the Collocator must submit a completed Physical Collocation Application. This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) calendar days.
- 168 DS1 connections and/or
  - 48 DS3 connections and/or
  - 400 Copper (shielded or nonshielded) cable pair connections
  - 12 fiber pair connections
- 12.6 For Augments in which the Collocator requests power that exceeds current capacity ratings or Augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete Physical Collocation Application for such Augment along with the Application Fee and

fifty percent (50%) of all applicable nonrecurring charges. For all other Augments, **SBC-13STATE** will work cooperatively with Collocator to negotiate mutually agreeable construction intervals.

12.7 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

12.8 Adjacent Structure Collocation Delivery Intervals

12.8.1 **SBC-13STATE** Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

### 13. SECURITY

13.1 As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

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

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification



program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with Collocators".

- 13.1.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.
- 13.2 Collocators and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other **SBC-13STATE**'s property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or **SBC-13STATE**, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:
- 13.2.1 Theft or destruction of **SBC-13STATE**'s or any Collocator's property.
- 13.2.2 Use or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE**'s property.
- 13.2.3 Industrial espionage.
- 13.2.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.
- 13.2.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.
- 13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.
- 13.2.7 Carrying a weapon on **SBC-13STATE**'s property.
- 13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on

security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to the Collocator.

- 13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.
- 13.5 **SBC-13STATE** may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

#### 14. CASUALTY LOSS

- 14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:
- 14.1.1 The Physical Collocation Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or
- 14.1.2 The Physical Collocation Spaces is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.
- 14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the

Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.

- 14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

## 15. REMOVAL OF EQUIPMENT

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

## 16. LIMITATION OF LIABILITY

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

## 17. INDEMNIFICATION OF SBC-13STATE

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

## 18. OSHA STATEMENT

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

## 19. NOTICES

19.1 Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

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

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

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

If to Collocator: Eschelon Telecom of Nevada, Inc.  
730 2<sup>nd</sup> Ave. South Suite 1200  
Minneapolis, MN 55402

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

- 19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered

or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)  
**CSC**  
**2600 North Central Expressway,**  
**6<sup>th</sup> Floor**  
**Richardson, Texas 75080**

If to (IL, IN, MI, OH, WI)  
**Collocation Team**  
**790 N. Milwaukee St., 3rd Floor**  
**Milwaukee, Wisconsin 53202**

If to Collocator: Eschelon Telecom of Nevada, Inc.  
730 2<sup>nd</sup> Ave. South Suite 1200  
Minneapolis, MN 55402

## 20. INSURANCE

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

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

- 20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other

personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

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

## **21. PROTECTION OF SERVICE AND PROPERTY**

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

- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.
- 21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.
- 21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.



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

## **22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without

limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

## **APPENDIX DA**

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**APPENDIX DA  
(DIRECTORY ASSISTANCE SERVICE)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for CLEC provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.9 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.10 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.11 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

## 2. SERVICES

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

2.1.1 **DIRECTORY ASSISTANCE (DA)**

Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) 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.

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

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

2.1.3 **DIRECTORY ASSISTANCE Nationwide Listing Service (NLS)**

A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users. CLEC acknowledges that the Federal Communications Commission has issued an order that could affect **SBC-12 STATE** ability to offer NLS and that **SBC-12STATE** may have to stop providing NLS at anytime. CLEC releases **SBC-12STATE** from any and all claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), if **SBC-12STATE** stops providing NLS. CLEC also agrees to indemnify, defend, and hold harmless **SBC-12STATE** from any and all third party claims, costs, damages, liabilities, losses, and expenses (including reasonable attorney fees), arising from **SBC-12STATE** decision to stop providing NLS.

## 3. DEFINITIONS

3.1 The following terms are defined as set forth below:

3.1.1 **“Call Branding”** -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.

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

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

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

#### 4. CALL BRANDING

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

4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.

4.1.3 **SBC-SWBT/SNET/SBC-AMERITECH** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT/SNET/SBC-AMERITECH** to create CLEC specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 **PACIFIC/NEVADA** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC’s DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.6 Multiple Brands:

4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all

carriers utilizing the same trunk group are maintained in **SBC-7STATE**'s LIDB.

#### 4.1.7 Branding Load Charges:

4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

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

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

4.1.7.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

## 5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 CLEC will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.



- 5.1.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Rate or Reference Information.
- 5.1.4 When an **SBC-13STATE** Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable DA rates as provided by CLEC.
- 5.1.4.1 **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when an Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

## 6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force schedule issues, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s).
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.2.1 **PACIFIC/NEVADA** - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for DA will be eliminated when **PACIFIC/NEVADA**'s 5ACD switches are eliminated. At such time,

CLEC will be responsible for providing direct trunks to each **PACIFIC/NEVADA** Operator assistance switch.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

## **7. METHODS AND PRACTICES**

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

## **8. PRICING**

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to CLEC.

## **9. MONTHLY BILLING**

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

## 10. LIABILITY

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

## 11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, which ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

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

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law;

regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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**APPENDIX OS  
(OPERATOR SERVICES)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

## 2. **SERVICES**

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

### 2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.

2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

### 2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

## 3. **DEFINITIONS**

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:



### 3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero (“0”), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

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

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

### 3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

### 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

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

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for

assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

- 3.2.4 **Operator Handled Services.** Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 **Line Status Verification.** A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 **Busy Line 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. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 **Operator Transfer Service.** A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

#### **4. CALL BRANDING**

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:
  - 4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
  - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
  - 4.1.3 **SBC-10STATE** - CLEC will provide written specifications of its company name to be used by **SBC-10STATE** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

- 4.1.4 **SBC-2STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.5 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.6 **Multiple Brands**
- 4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.
- 4.1.6.2 **SNET** can support multiple brands for facilities-based CLEC's on multiple trunk groups.
- 4.1.7 **Branding Load Charges**
- 4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.1.7.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.1.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator

assistance switch for each subsequent change to the branding announcement.

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

## 5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:

- 5.1.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 5.1.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.
- 5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable OS rates as provided by CLEC.
- 5.1.4.1 **SBC-AMERITECH** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a CLEC End User, **SBC-AMERITECH** and **SBC2-STATE** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **SBC-AMERITECH** and **SBC2-STATE** has the capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

## 6. INTRALATA MESSAGE RATING

- 6.1 SBC-SWBT - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all SBC-SWBT Operator assisted intraLATA calls. With this service, SBC-SWBT will compute the applicable charges for each message based on CLEC's schedule of rates provided to SBC-SWBT.

## 7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC-13STATE agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SBC-13STATE with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC-13STATE will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC-13STATE from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

## 8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force schedule issues, SBC-13STATE will be the sole provider of OS for CLEC's local serving area(s)
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC-13STATE Operator assistance switch. Should CLEC seek to obtain interexchange OS from SBC-13STATE, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.2.1 SBC-2STATE - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when SBC-2STATE 5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each SBC-2STATE Operator assistance switch.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the

objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

- 8.4 CLEC will furnish to SBC-13STATE a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

## 9. METHODS AND PRACTICES

- 9.1 SBC-13STATE will provide OS to CLEC's End Users in accordance with SBC-13STATE OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

## 10. PRICING

- 10.1 The prices at which SBC-13STATE agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

## 11. MONTHLY BILLING

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

## 12. LIABILITY

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 12.2 CLEC also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed

to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

### **13. TERMS OF APPENDIX**

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

### **14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider

selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental

contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.



# APPENDIX MERGER CONDITIONS

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## APPENDIX MERGER CONDITIONS

### 1. MERGER CONDITIONS

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

### 2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.

- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141.

### **3. DISCOUNTED SURROGATE LINE SHARING CHARGES**

- 3.1 Effective June 6, 2000, this discount is no longer available.

### **4. OSS: CHANGE MANAGEMENT PROCESS**

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, **SBC-13STATE** and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the **SBC-13STATE** Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that **SBC-13STATE** and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. **SBC-13STATE** will follow the uniform change management process agreed upon with interested CLECs.

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

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up

information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

## 6. **ADVANCED SERVICES OSS DISCOUNTS**

- 6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.
- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SBC-13STATE**, then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 6.3 In order to qualify for the OSS Discounts set forth in **Paragraphs 6.1 and 6.2** for Indiana, CLEC shall deliver to **SBC-13STATE** and the Indiana Utility Regulatory Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Exhibit E** - OSS Discounts, Certificate of Eligibility as specifically required by Paragraph 18 of the FCC Conditions and by the Indiana Utility Regulatory Commission.

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

- 7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

## 8. **PROMOTIONAL DISCOUNTS ON RESALE**

- 8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless **SBC** receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-**

**13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

## 9. PROMOTIONAL UNE PLATFORM

- 9.1 **SBC-13STATE** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and

there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

## 10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to a provide Advanced Services, **SBC-13STATE** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.



**11. ALTERNATE DISPUTE RESOLUTION**

11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

**12. CONFLICTING CONDITIONS**

12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

**13. SUSPENSION OF CONDITIONS**

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE**'s continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

**14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT**

14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

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

- 15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.
- 15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC’s qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.
- 15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

**EXHIBIT E**

**OSS Discounts, Certificate of Eligibility**

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear \_\_\_\_\_

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Requesting Carrier]

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

CC: [Insert state commission Recipient]

**Nevada Bell Telephone Company  
Merger Commitment Amendments**

<b>MERGER COMMITMENT AMENDMENTS</b>	<b>Monthly Rate</b>	<b>Nonrecurring Rate First</b>	<b>Nonrecurring Rate Additional</b>
<b>Loops Promotion</b>			
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)		
Zone 1 - Rural	\$9.75	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Zone 2 - Suburban	\$11.85	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Zone 3 - Urban	\$12.75	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
<b>OSS Promotion (XDSL Loops)</b>			
<b>All DSL Loops, Excluding ISDN-DSL</b>			
Zone 1 - Rural	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

**Nevada Bell Telephone Company  
Merger Commitment Amendments**

<b>MERGER COMMITMENT AMENDMENTS</b>	<b>Monthly Rate</b>	<b>Nonrecurring Rate First</b>	<b>Nonrecurring Rate Additional</b>
Zone 3 - Urban	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
<b>UNE-P Promotion</b>			
<b>Network Component</b>	NA	\$57.40	\$13.95
<b>Analog Line Port</b>			
Zone 1 - Rural	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
<b>2-Wire Analog Loop</b>			
Zone 1 - Rural	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
<b>These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.</b>			

## ATTACHMENTS

- Attachment 1 Definitions
- Attachment 2 Acronyms
- Attachment 3 Alternative Dispute Resolution
- Attachment 4 Directory Listing Requirements
- Attachment 5 Local Services Resale
- Attachment 6 Specifications, Service Descriptions and Implementation  
Schedule for Unbundled Network Elements (**AMENDED 2-2001**)
- Attachment 7 Rights of Way, Conduits, Pole Attachments
- Attachment 8 Pricing (**AMENDED 2-2001**)
- Attachment 9 Access to VeriGate, LEX and POS Operations Support Systems
- Attachment 10 Collocation
- Attachment 11 Provisioning and Ordering
- Attachment 12 Maintenance
- Attachment 13 Connectivity Billing and Recording
- Attachment 14 Provision of Customer Usage Data
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- Attachment 16 Security
- Attachment 17 Service Performance Measures and Related Remedies
- Attachment 18 Interconnection
- Attachment 19 Appendix Physical Collocation (**ADDED 2-2001**)
- Attachment 20 Appendix Directory Assistance (**ADDED 2-2001**)
- Attachment 21 Operator Services (**ADDED 2-2001**)
- Attachment 22 Merger Conditions (**ADDED 2-2001**)

AMENDMENT  
TO THE AGREEMENT  
RELATING TO LOCAL INTERCONNECTION  
BETWEEN  
NEVADA BELL TELEPHONE COMPANY  
AND  
ESCHELON TELECOM OF NEVADA, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY (“Nevada”), formerly Nevada Bell, and ESCHELON TELECOM OF NEVADA, INC. (“ESCHELON TELECOM OF NEVADA, INC.”) entered into an relating to local interconnection which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on January 25, 2001 which became effective May 31, 2001 (“the Agreement”) which permits the parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the Agreement to add a new attachment entitled “Appendix OS” and “Appendix DA” and to amend a section of the Agreement.

NOW THEREFORE the Parties agree as follows:

1. This Amendment to the Agreement will be effective, absent rejection by the Commission.
2. The Agreement is hereby amended to add a new attachment entitled “Appendix OS” and “Appendix DA” in the form attached hereto as Exhibit A. Where terms of the Agreement and terms of the “Appendix OS” and “Appendix DA” conflict, the “Appendix OS” and “Appendix DA” shall govern.
4. All other terms of the Agreement will remain the same.
5. This amendment is effective only for the term of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**\*Nevada Bell Telephone Company  
By SBC Telecommunications, Inc.,  
its authorized agent**

**Eschelon Telecom Of Nevada, Inc.**

By: David A Kerr

By: J. Jeffrey Oxley

Print Name: David Kerr

Print Name: J. Jeffrey Oxley

f Title: President-Industry Markets

Title: VP General Counsel

Date Signed: FEB 15 2002

Date Signed: 2/13/02

AECN/OCN #: \_\_\_\_\_

\* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Nevada Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Nevada Bell Telephone Company further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Nevada Bell Telephone Company does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Nevada Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.



**AGREEMENT**

**between**

**NEVADA BELL TELEPHONE COMPANY**

**and**

**ESCHELON TELECOM OF NEVADA, INC.**

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## ATTACHMENTS

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<b>Appendix DA</b>	<b>(Added 02/02)</b>
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**PREFACE**

**AGREEMENT**

This Agreement, which shall become effective as of the \_\_\_\_ day of \_\_\_\_\_, 2000 ("Effective Date"), is entered into by and between Eschelon Telecom of Nevada, Inc., a Minnesota Corporation, having an office at 730 2<sup>nd</sup> Avenue S, Suite 1200, Minneapolis, Minnesota 55402, on behalf of itself, and its Affiliates (individually and collectively "CLEC"), and NEVADA BELL TELEPHONE COMPANY ("NEVADA"), a Nevada corporation, having an office at 1450 Vassar, Reno, Nevada.

**RECITALS**

WHEREAS, The Telecommunications Act of 1996 was signed into law on February 8, 1996 (the "Act") and substantially amends the Communications Act of 1934; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, NEVADA is an Incumbent Local Exchange Carrier; and

WHEREAS, NEVADA is willing to sell unbundled Network Elements and Ancillary Functions and additional features, as well as services for resale, on the terms and subject to the conditions of this Agreement; and

WHEREAS, CLEC is a Telecommunications Carrier and pursuant to Section 252 (i) of the Federal Telecommunications Act of 1996 CLEC and NEVADA have entered into an agreement on the same terms and conditions contained in the NEVADA/AT&T Communications of Nevada, Inc. Interconnection Agreement for the State of Nevada ("the underlying Agreement") for the provision of interconnection, unbundled Network Elements (including Ancillary Functions and additional features), and services pursuant to the Act and in conformance with NEVADA's duties under the Act; and

WHEREAS, the Parties have arrived at this Agreement through voluntary negotiations undertaken pursuant to the Act,

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

**DEFINITIONS and ACRONYMS**

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act, unless the context clearly indicates otherwise. For convenience of reference only, Attachment 2 provides a list of acronyms used throughout this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### **1. PROVISION OF LOCAL SERVICE AND UNBUNDLED ELEMENTS**

- 1.1. This Agreement and its Attachments are subject to the Act, regulations thereunder and relevant FCC and Commission decisions in effect on the Effective Date of this Agreement. The effect on this Agreement of changes in the Act, regulations thereunder and relevant FCC and Commission decisions is set forth in Section 8 of this Agreement.
- 1.2. This Agreement, which consists of this statement of General Terms and Conditions, and Attachments 1 through 18, inclusive, sets forth the terms, conditions and prices under which NEVADA agrees to provide to CLEC (a) services for resale (hereinafter referred to as "Local Services") and (b) certain unbundled Network Elements, Ancillary Functions and additional features and (c) other services or combinations of such Local Services, Network Elements, Ancillary Functions and other services ("Combinations") for CLEC's own use or for resale to others, and for purposes of offering telecommunications services of any kind. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to NEVADA's network and the reciprocal compensation for the transport and termination of telecommunications traffic. Unless otherwise provided in this Agreement, and except where not technically feasible in a given area, NEVADA will perform all of its obligations hereunder throughout its entire service area; provided, however, that NEVADA is not required to provide new Unbundled Network Elements, except at CLEC's request pursuant to Section 1.6 of Attachment 6, or to install new or improved facilities in areas where they do not currently exist, except as required by law or regulation or as mutually agreed to in writing by the Parties.
- 1.3. Subject to this Agreement and its Attachments, the Network Elements, Ancillary Functions, Combinations, Local Services, or other services

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provided pursuant to this Agreement may be connected to other Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided by NEVADA or to any Network Elements, Ancillary Functions, Combinations, Local Services or other services provided by CLEC itself or by any other vendor. Subject to the requirements of this Agreement and its Attachments, CLEC may, at any time add, delete, relocate or modify the Network Elements, Ancillary Functions, Local Services, Combinations or other services purchased hereunder.

- 1.4. NEVADA will not discontinue any unbundled Network Element, Ancillary Service or Combination thereof during the term of this Agreement without CLEC's consent, except (i) to the extent required by network changes or upgrades, in which event NEVADA will comply with the network disclosure requirements stated in the Act and FCC regulations thereunder; or (ii) if required by a final order of a court, the FCC or the Commission as a result of remand or appeal of the FCC's First Interconnection Order. In the event such a final order allows but does not require discontinuance, NEVADA may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action. In the event that such new terms are not renegotiated within ninety (90) days after such notice, or if the Parties are unable to agree, either Party may submit the matter to the Alternative Dispute Resolution Process described in Attachment 3.
- 1.5. NEVADA will not withdraw any Local Service without providing sixty (60) days advance notice, from the date of notice to the date of withdrawal of the service, to CLEC of NEVADA's intent to withdraw the service, inclusive of the time to make any required filing with the Commission and to receive any required approval from the Commission. If NEVADA discontinues a Local Service or Combination of Local Services, NEVADA shall either (a) limit the discontinuance to new customers and grandfather the service for all CLEC resale customers who subscribe to the service as of the date of discontinuance; or (b) offer to CLEC for resale an alternative service, having substantially similar capabilities and terms and conditions.

## 2. **TERM OF AGREEMENT; TRANSITIONAL SUPPORT**

- 2.1. This Agreement shall expire on August 6, 2001, and thereafter the Agreement shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties agree to commence negotiations on a new agreement no less than six (6) months before August 6, 2001. In the event that such new terms are not renegotiated within such six (6) month period, either Party may submit the matter to the Alternative Dispute Resolution Process described in Attachment 3.

NEVADA recognizes that the Network Elements, Ancillary Functions, Combinations, Local Services and other services provided hereunder are vital to CLEC and must be continued without interruption, and that CLEC may itself provide or retain another vendor to provide such comparable Network Elements, Ancillary Functions, Combinations, Local Services or other services. NEVADA and CLEC agree to cooperate in an orderly and efficient transition to CLEC or another vendor. NEVADA and CLEC further agree to cooperate in effecting the orderly transition to CLEC or another vendor such that the level and quality of the Network Elements, Ancillary Functions, Combinations, Local Services, and other services are not degraded and to exercise their best efforts to effect an orderly and efficient transition. CLEC shall be responsible for coordinating such transition.

3. **GOOD FAITH PERFORMANCE**

In the performance of their obligations under this Agreement, the Parties shall 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 shall not be unreasonably delayed, withheld or conditioned.

4. **OPTION TO OBTAIN LOCAL SERVICES OR NETWORK ELEMENTS UNDER OTHER AGREEMENTS**

At CLEC's request and pursuant to Section 252 of the Act, regulations thereunder and relevant court decisions, NEVADA shall make available to CLEC, without unreasonable delay, any interconnection, service or network element contained in any agreement to which NEVADA is Party that has been filed and approved by the Commission.

4.1.1 This agreement contains certain dates and/or time periods provided for in the underlying agreement which may extend beyond the termination date of this agreement. The parties understand and agree that such dates and/or time periods are automatically superseded by the termination date of this agreement and shall not, in any way, be construed to extend the term of this agreement beyond the termination date set forth in such agreement. In the event that any date and/or time period extends beyond the termination date set forth in this agreement, neither party shall be obligated to fulfill such commitment unless the parties agree otherwise or mutually agree to extend the term of the agreement.

5. **RESPONSIBILITY OF EACH PARTY**

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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 all 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 therefrom 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 shall 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 that Party's obligations hereunder.

6. **GOVERNMENTAL COMPLIANCE**

CLEC and NEVADA each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement; or (ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and NEVADA 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. NEVADA 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 NEVADA to provide the Network Elements, Ancillary Functions, Combinations, Local Services and other services pursuant to this Agreement. To the extent necessary, CLEC will cooperate with NEVADA in obtaining such rights and privileges.

7. **RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**

7.1. CLEC shall in no event be liable to NEVADA for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected work location, provided that activities of CLEC or its agents did not cause or contribute to a release. NEVADA shall indemnify, defend (at CLEC's request) and hold harmless CLEC, 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) any environmental hazard that NEVADA, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which NEVADA is responsible under applicable law.

- 7.2. NEVADA shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard that NEVADA did not introduce to the affected Work Location, provided that actions of NEVADA or its agents did not cause or contribute to a release. CLEC shall indemnify, defend (at NEVADA's request) and hold harmless NEVADA, 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) any environmental hazard that CLEC, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which CLEC is responsible under applicable law.

## 8. **REGULATORY MATTERS**

- 8.1. NEVADA shall be responsible for obtaining and keeping in effect all FCC, 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 shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its obligations under this Agreement, and with its offering of services to CLEC Customers contemplated by this Agreement. CLEC shall reasonably cooperate with NEVADA in obtaining and maintaining any required approvals for which NEVADA is responsible, and NEVADA shall reasonably cooperate with CLEC in obtaining and maintaining any required approvals for which CLEC is responsible.
- 8.2. To the extent that NEVADA is required by any Governmental Authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, the terms of this Agreement shall control, unless this Agreement links a term, condition or price in this Agreement to a specific tariff, in which case the terms of the tariff as modified from time to time will apply. If, subsequent to the effective date of any tariff incorporated by reference into this Agreement, NEVADA is ordered not to file tariffs with the state regulatory commission or the FCC, or is permitted not to file tariffs (and elects not to do so), either generally or for specific Network Elements, Ancillary Functions, Combinations, Local Services or other

services provided hereunder, the terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted shall, to the degree not inconsistent with this Agreement, be deemed incorporated in this Agreement by reference.

- 8.3. In the event that any final and nonappealable legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment hereto inoperable, materially affects any material terms of this Agreement, or materially affects the ability of CLEC or NEVADA to perform any material terms of this Agreement, CLEC or NEVADA may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Section 16 and Attachment 3.

## 9. **LIABILITY AND INDEMNITY**

- 9.1. **Liabilities of CLEC** - CLEC's liability to NEVADA during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 9.3 and 9.4, shall not exceed the total of any amounts due and owing by CLEC to NEVADA under this Agreement during the Contract Year during which such cause accrues or arises.
- 9.2. **Liabilities of NEVADA** - NEVADA's liability to CLEC during any Contract Year resulting from any and all causes, other than as specified in Sections 6, 7, 9.3 and 9.4, shall not exceed two million five hundred thousand Dollars (\$2,500,000).
- 9.3. **No Consequential Damages** - NEITHER CLEC NOR NEVADA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY

SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 9 SHALL LIMIT NEVADA'S OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NEVADA'S OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

- 9.4. Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status or the actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's customer's use of the Network Elements, Ancillary Functions, Combinations, Local Services or other services provided under this Agreement.
- 9.5. Obligation to Defend; Notice; Co-operation** - Whenever a Claim shall arise for indemnification under Section 9.4, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth

below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant 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 shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall 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 shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

## 10. **AUDITS AND INSPECTIONS**

- 10.1. Subject to NEVADA's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, CLEC may audit NEVADA's books, records, and other documents once in each Contract Year, for the immediately preceding twelve (12) month period, for the purpose of evaluating the accuracy of NEVADA's billing and invoicing for services provided by NEVADA to CLEC hereunder; provided, however, that CLEC may not request such an audit less than ninety (90) days after another audit request under this Section 10.1. CLEC may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to NEVADA.
- 10.2. Subject to CLEC's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, NEVADA may audit CLEC's books, records, and other documents once in each Contract Year, for the immediately preceding twelve (12) month period, for the purpose

of evaluating the accuracy of CLEC's billing and invoicing for services provided by CLEC to NEVADA hereunder; provided, however, that NEVADA may not request such an audit less than ninety (90) days after another audit request under this Section 10.2. NEVADA may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to CLEC.

- 10.3. Each Party shall promptly correct any billing or invoicing errors that are revealed in an audit, including making refund of any overpayment in the form of a credit, or payment of any under payment in the form of a debit, on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Attachment 3.
- 10.4. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of each Party's billing and invoicing.
- 10.5. Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least three percent (3%) of the amounts payable by the Party being audited under this Agreement during the period covered by the audit.
- 10.6. Audits shall be at the requesting Party's expense, subject to reimbursement by the audited Party in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by the requesting Party hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges to the requesting Party under this Agreement during the period covered by the audit.
- 10.7. Upon (i) the discovery by a Party of overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, the audited Party shall promptly reimburse the requesting Party the amount of any overpayment, plus interest at the prime rate compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 10.8. Upon (i) the discovery by either Party of underpayments not previously paid to the other Party, or (ii) the resolution of disputed audits, the audited Party shall promptly pay the other Party the amount of any underpayment,

plus interest at the prime rate compounded daily from the date of underpayment to and including the date that payment is actually made.

- 10.9. Subject to NEVADA's reasonable security requirements, CLEC shall have the audit rights specified in this subsection 10.9 in addition to the financial audit rights provided above. CLEC may inspect once, in each Contract Year, NEVADA's books, records, and other documents relevant to (a) any one or more of the Network Elements, Ancillary Functions, Combinations, Local Services, or other services provided to CLEC for the purpose of evaluating NEVADA's compliance with the terms and conditions of this Agreement; (b) NEVADA's compliance with Attachment 17 and (c) NEVADA's compliance with Attachment 18. Should any such audit show that NEVADA is materially out of compliance with its obligations under this Agreement, CLEC may conduct additional audits in each Contract Year, provided that CLEC may not audit NEVADA under this Section 10.9 more than one time in any ninety (90) day period. CLEC employees may conduct audits pursuant to this Section 10.9, unless NEVADA reasonably maintains that the books, records and other documents relating to CLEC are impossible or impractical to segregate from documents containing proprietary information of other parties, in which case, the audit shall be conducted by a mutually designated third Party auditor, with the expense shared equally by the Parties, provided, however, that (a) if the auditor finds that NEVADA has complied with the Act or this Agreement, CLEC shall pay for the audit; and (b) if the auditor finds that NEVADA has not complied with the Act or this Agreement, NEVADA shall pay for the audit.

## 11. **PERFORMANCE STANDARDS AND REMEDIES**

- 11.1 The Parties agree that customer satisfaction is a goal that can only be achieved through cooperation of the Parties. NEVADA agrees to measure performance, as outlined in Attachment 17. The measurements contained in Attachment 17 may change from time to time by mutual agreement of the Parties. NEVADA agrees to provide to CLEC a level of service that is at parity with the service NEVADA provides to itself, its affiliates or other, at the same terms and conditions.
- 11.2 Within ninety (90) days of the effective date of this Agreement, the Parties will meet to develop and mutually agree to performance and business process improvement procedures.
- 11.3 The Parties may amend, modify, delete or add business process improvement procedures by mutual agreement and modification of Attachment 17.

## 12. **UNCOLLECTIBLE OR UNBILLABLE REVENUES**

12.1. Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

13. **CUSTOMER CREDIT HISTORY**

CLEC and NEVADA agree to work together to jointly propose to the Commission a method to permit the Parties to make available to each other on a timely basis customer payment history components for each person or entity that applies for local or intraLATA toll Telecommunications Service(s) from either carrier, and for each unpaid closed account.

14. **FORCE MAJEURE**

14.1. Except as otherwise specifically provided in this Agreement, neither Party shall be liable for any delay or failure in performance of any part of this Agreement 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, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2. Notwithstanding subsection 14.1, preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, (ii) if the delay or failure relates to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

15. **CERTAIN STATE AND LOCAL TAXES**

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other

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Party by mutual written agreement of the Parties, provided, however, that the other Party has not acted in a manner that has materially impaired the ability of the liable Party to contest the tax or the amount of the tax (and interest and penalties, etc.) regardless of whether the impairment was foreseeable. If the other Party has materially impaired the ability of the liable Party to contest the tax or the amount of the tax, the Party causing the impairment shall be liable for the tax (interest and penalties, etc.) caused by the Party's impairment. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party.

16. **ALTERNATIVE DISPUTE RESOLUTION**

All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof, except those arising pursuant to Attachment 13, Connectivity Billing and Recording, shall be resolved according to the procedures set forth in Attachment 3. Disputes involving matters subject to the Connectivity Billing and Recording provisions contained in Attachment 13, shall be resolved in accordance with the Billing Disputes section of Attachment 13. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any CLEC or NEVADA Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section 16 nor Attachment 3 shall be construed to prevent either Party from (a) invoking a remedy required by the Act, FCC, or Commission regulations thereunder or (b) seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 3.

17. **NOTICES**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to CLEC:

J. Jeff Oxley  
Vice President & General Counsel  
Eschelon Telecom of Nevada, Inc.  
730 2<sup>nd</sup> Avenue S, Suite 1200

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Minneapolis, Minnesota 55402

If to NEVADA:

Contract Administration  
ATTN: Notices Manager  
311 S. Akard, 9<sup>th</sup> Floor  
Four Bell Plaza  
Dallas, Texas 75202

and

John W. Bogy  
General Counsel  
Nevada Bell Telephone Company  
645 E. Plumb Ln., Room 132  
Reno, NV 89502

Either Party may unilaterally change its designated representative and/or address 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 shall be deemed given when received.

18. **CONFIDENTIALITY AND PROPRIETARY INFORMATION**

18.1. For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Network Elements, Ancillary Functions, Combinations, Local Services or other services placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC Customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data as described in Attachment 14, whether disclosed by CLEC to NEVADA or otherwise acquired by NEVADA in the course of the performance of this Agreement, shall be deemed Confidential Information of CLEC for all purposes under this Agreement.

18.2. For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement; (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under

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this Agreement; and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, such disclosure must be mutually agreed to in writing by the Parties to this Agreement, and the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

- 18.3. The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5. The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by NEVADA. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the intended disclosure, and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order that covers the Confidential Information to be disclosed.
- 18.6. Each Party's obligations to safeguard Confidential Information disclosed

prior to expiration or termination of this Agreement shall survive such expiration or termination.

- 18.7. Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8. Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
- 18.9. Nothing in this Section 18 shall prevent NEVADA from using Recorded Usage Data for the limited purpose of network planning and management.

19. **BRANDING**

Services offered by CLEC that incorporate Network Elements, Ancillary Functions or Combinations made available to CLEC pursuant to this Agreement, and Local Services that CLEC offers for resale shall be branded as stated in the Attachments to this Agreement. In no event shall NEVADA personnel installing or repairing CLEC Local Service, Network Elements, or Combinations initiate a conversation with the end user customer to market NEVADA product or services. NEVADA personnel shall respond to any inquires from end users or consumers concerning NEVADA's products or services by providing a telephone number to call for information.

20. **MISCELLANEOUS**

**20.1. Delegation or Assignment** - Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which will not be unreasonably withheld. Any prohibited assignment or delegations shall be null and void.

**20.2. Subcontracting** - If any obligation under this Agreement is performed through a subcontractor, the original Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and shall be solely responsible for payments due its subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third Party in connection with the provision of Local Services or Network Elements hereunder shall provide for any indemnity, guarantee or

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assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

- 20.3. Nonexclusive Remedies** - Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.
- 20.4. No Third-Party Beneficiaries** - Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.
- 20.5. Referenced Documents** - Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, Pacific Bell/Nevada Bell Telephone Company 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 such 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, Pacific Bell/Nevada Bell Telephone Company Practice, or publication of industry standards . Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree which requirement shall apply.
- 20.6. Governing Law** - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Nevada other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Reno, Nevada and waive any and all objections to Nevada venue.
- 20.7. Publicity and Advertising** - Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.
- 20.8. Amendments or Waivers** - 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, shall be effective unless the same is in writing and signed either by an officer of the Party against whom such amendment, waiver or consent is claimed or by the designated representative of such an officer. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act.

**20.9. Severability** - If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall 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 shall promptly negotiate a replacement provision or provisions.

**20.10. Entire Agreement** - This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, 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.

**20.11. Definitions:** The definitions contained in Attachment 1 are meant to accurately describe the meaning accorded the term as required by the Act and as used in this Agreement. In the event of any disagreement between a definition of the term in the Act, in Attachment 1 or any other part of this Agreement (including the Attachments), the definition in the Act shall supersede any definition in the Agreement or Attachments and any specific definition in an Attachment other than Attachment 1 shall supersede the definition in Attachment 1.

**20.12. Survival of Obligations** - 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 indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

**20.13. Executed in Counterparts** - This Agreement may be executed in any

number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

**20.14. Headings of No Force or Effect** - The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

In witness whereof, the Parties have executed this Agreement through their authorized representatives.

**\*NEVADA BELL TELEPHONE  
COMPANY  
BY SBC TELECOMMUNICATIONS, INC.,  
ITS AUTHORIZED AGENT**

**ESCHELON TELECOM OF NEVADA,  
INC.**

By: \_\_\_\_\_  
John Stankey  
President-Industry Markets

By: \_\_\_\_\_

\_\_\_\_\_, 2000

\_\_\_\_\_, 2000

AECN/OCN #1774/7099 AYD

\*Nevada Bell is paying reciprocal compensation for ISP traffic under this Agreement solely because the Commission has ordered it to make such payments. Nevada Bell is appealing such Commission decision(s) and is making these payments under protest and without waiver of any rights on this issue, including the right to require modification of the Agreement to exclude payment of reciprocal compensation for ISP traffic if the Commission decision(s) as to that issue is reversed. Until such reversal occurs, Nevada Bell will pay reciprocal compensation, subject to retroactive refund, for ISP traffic under this Agreement.

\*In addition, Nevada Bell believes it is entitled to receive compensation for its facilities used in the carriage of traffic originated in a local calling area but transported beyond that local calling area by a toll-free incoming service including, but not limited to, 800 service, 800-like service, FGA, FGA-like service and foreign exchange or foreign exchange-like services. The Commission has ruled that this type of traffic is not local.

\*As a condition precedent to Nevada Bell making payments directly to CLEC under this interconnection agreement and in order to assure the financial ability of CLEC to pay retroactive refunds related thereto, CLEC will post a bond, letter of credit, guaranty or other security reasonably acceptable to Nevada Bell in an amount equal to the amount

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to be paid to CLEC for ISP traffic. In the absence of such security, Nevada Bell will make such payments into a trust or escrow account. As additional amounts are to be paid by Nevada Bell, the bond, letter of credit, guaranty or other security must be increased dollar for dollar. Such bond, letter of credit, guaranty or other security will be used to satisfy any refund, in whole or in part, of the compensation paid by Nevada Bell that may be warranted based on any legislative, regulatory or legal action, including, without limitation: (i) any appeal of the Commission decision(s) to require such payments, (ii) the pending appeal of the FCC's Declaratory Ruling released February 26, 1999, Bell Atlantic Companies v. FCC, et al; No. 99-1094 (D.C. Circuit, filed March 8, 1999), and (iii) the pending FCC proceeding relating to Internet reciprocal compensation, see In re Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Notice of Proposed Rulemaking (released February 26, 1999). Such bond, letter of credit, guaranty or other security will be maintained until sixty days after these proceedings, and any associated appeals and regulatory proceedings on remand of these proceedings are finally resolved or, if earlier, the refunds have actually been made. Such bond, letter of credit, guaranty or other security must be payable by an entity (which may include a corporate affiliate of CLEC) domiciled in the United States that maintains at least an investment grade (BBB 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. The requirement for such bond, letter of credit, guaranty or other security will be deemed satisfied if CLEC itself maintains such debt or credit rating.

\*By executing this MFN Agreement providing certain rates, terms and conditions, Nevada Bell reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. It is Nevada Bell's intent and understanding of state and federal law, that any appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996), (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), Nevada Bell believes the Parties should immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, Nevada Bell believes the Parties should expend diligent efforts to incorporate the results of such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

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\*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999 issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under this Agreement), Nevada Bell does not waive any of its rights, remedies or arguments with respect to such decisions, including its right to seek legal review (including a stay pending appeal) of such decisions or modifications to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Nevada Bell's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Nevada Bell further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.

\*The Parties acknowledge and agree that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech is obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Following SBC/Ameritech's transition of such Advanced Services to its structurally separate affiliate(s), the Parties acknowledge and agree that SBC-13 State shall have no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC, and shall have no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth herein

#### **A. Applicability of Other Rates, Terms and Conditions**

\*This Agreement, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in other appendices to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder.

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# APPENDIX DA

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**APPENDIX DA  
(DIRECTORY ASSISTANCE SERVICE)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC
- 1.2 SBC Communications, Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

## **2. SERVICES**

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:
  - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
    - 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of “non-published status”) for the local/intraLATA serving area where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.
  - 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**
    - 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance.
  - 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**
    - 2.1.3.1 **SBC-10STATE/PACIFIC** - A service in which listed telephone information (name, address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to CLEC End Users.
  - 2.1.4 **NEVADA/SNET** – NDA is not technically feasible and/or available.

### 3. DEFINITIONS

3.1 The following terms are defined as set forth below:

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

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

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

### 4. CALL BRANDING

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

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

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

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

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

4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC’s specific branding announcement for its DA calls in

accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.1.5 Branding Load Charges:

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

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

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

4.1.1.5.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per

trunk group for each subsequent change to the branding announcement.

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

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

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

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

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

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

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

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

## 6. **RESPONSIBILITIES OF THE PARTIES**

6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each

**SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

## 7. METHODS AND PRACTICES

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

## 8. PRICING

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



## 9. MONTHLY BILLING

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

## 10. LIABILITY

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

## 11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

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

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

## APPENDIX OS

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**APPENDIX OS  
(OPERATOR SERVICES)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

## 2. SERVICES

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

### 2.1.1 Fully Automated Call Processing

2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.

2.1.1.2 **SBC-10STATE** and **PACIFIC/SNET** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.3 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

### 2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

## 3. DEFINITIONS

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

### 3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

### 3.1.2 Fully Automated Collect and Bill to Third Number Services.

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

## 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

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

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

- 3.2.5 **Busy Line Verification (BLV)/Line Status Verification**. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 **Busy Line Verification Interrupt (BLVI)**. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 **Operator Transfer Service**. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

#### 4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.
- 4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:
- 4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
- 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.



#### 4.1.1.5 Branding Load Charges

- 4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.
- 4.1.1.5.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC- AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.1.1.5.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.1.5.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

## 5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

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

- 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
- 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
- 5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
- 5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.
- 5.1.2.1 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

## 6. INTRALATA MESSAGE RATING

- 6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT**.

## 7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold

harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

## **8. RESPONSIBILITIES OF THE PARTIES**

- 8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s).
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

## **9. METHODS AND PRACTICES**

- 9.1 **SBC-13STATE** will provide OS to CLEC's End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

## 10. PRICING

- 10.1 The prices at which SBC-13STATE agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

## 11. MONTHLY BILLING

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

## 12. LIABILITY

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

## 13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual

monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

#### **14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

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

TBD - To be Determined  
 NRO - Nonrecurring only  
 ICB - Individual Case Basis  
 NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY  
 Generic Rates  
 12/05/01

APPENDIX - PRICING  
 NEVADA/ESCHELON TELECOM OF NEVADA, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
<b>OTHER</b>				
<b>OS/DA [Non-UNE]</b>				
	Directory Assistance-Facilities Based Rate Reference-Initial Load	NA	\$ 2,200.00	
	Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	
	Operator Services-Facilities Based Rate Reference-Initial Load	NA	\$ 2,200.00	
	Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	
	OS/DA Reseller			
	OS/DA Reseller Rate Reference - Initial Load	NA	\$ 2,200.00	
	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	

AMENDMENT NO.\_\_\_\_  
TO THE AGREEMENT  
RELATING TO LOCAL INTERCONNECTION  
BETWEEN  
NEVADA BELL TELEPHONE COMPANY  
AND  
ESCHELON TELECOM OF NEVADA, INC.

WHEREAS, NEVADA BELL TELEPHONE COMPANY, formerly Nevada Bell (“Nevada”) and Eschelon Telecom of Nevada, Inc. (“Eschelon” or “CLEC”) hereinafter individually referred to as “Party” and collectively, “the Parties” entered into an agreement relating to local interconnection which was jointly filed with the Nevada Public Utilities Commission (the “Commission”) on January 25, 2001 and which became effective May 31, 2001 (“the Agreement”) which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend Attachment 5- Local Services Resale of the Agreement with provisions regarding CSP Contract Conversion.

NOW THEREFORE the Parties agree as follows:

1. The following language has been added to Section 2 of Attachment 5 (Local Services Resale) of the Agreement and is attached hereto and incorporated herein.

2.7 CSP (Customer Specific Pricing) Contract Conversions

2.7.1 CLEC may convert current **NEVADA** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as “CSP Contracts”) for services offered within the State of Nevada, and

2.7.2 **NEVADA** may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Nevada.

- 2.7.3 In the event of a conversion under either Section 3.6.1 or 3.6.2, CLEC and **NEVADA** shall comply with all of the terms and conditions set forth in Sections 3.6.4 and 3.6.5 hereof.
- 2.7.4 Responsibilities of CLEC in connection with CSP Contract Conversions.

CLEC shall sign an "Assumption of Existing Agreement": assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **NEVADA** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount 5.62% in Nevada for CSP Contracts. CLEC may assume existing volume and term contracts that were priced by **NEVADA** using its standard matrix pricing at the wholesale discount of 8.0% in the State of Nevada.

2.7.4.1 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **NEVADA**.

2.7.4.2 If another reseller of **NEVADA** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **NEVADA** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **NEVADA** in connection with any conversion by another reseller of **NEVADA** local service of any CLEC End User(s) that has an existing CSP contract.

2.7.4.3 If CLEC elects to terminate a **NEVADA** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.



2.7.5 Responsibilities of **NEVADA** in connection with CSP Contract Conversions.

2.7.5.1 **NEVADA** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

2.7.5.2 **NEVADA** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **NEVADA**.

2. This Amendment to the Agreement will be effective, absent rejection by the Commission.
3. Where the terms of the Agreement and the terms of the Amendment conflict, the provisions in the Amendment shall govern.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

\*NEVADA BELL TELEPHONE  
COMPANY  
By: SBC Telecommunications, Inc.,  
its authorized agent

ESCHELON TELECOM OF NEVADA,  
INC.

By: OR Stanley

AECN/OCN #: 1774

Print Name: O. R. Stanley

By: J Oley

Print Name: J Jeffrey Oley

Title: President-Industry Markets

Title: Corporate Secretary

Date Signed: MAK 21 2002

Date Signed: 3/15/02

\* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Nevada Bell does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Nevada Bell further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Nevada Bell does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Nevada Bell the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

**ATTACHMENT 5**  
**LOCAL SERVICES RESALE**

## **LOCAL SERVICES RESALE**

### **1. Telecommunications Services Provided for Resale**

- 1.1. This Attachment describes several services which NEVADA shall make available to CLEC for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services or offerings of NEVADA which are to be offered for resale at wholesale rates pursuant to the Act, regulations thereunder, and relevant Commission decisions, are subject to the terms herein, even though they are not specifically enumerated or described. NEVADA shall also provide support functions and service functions, as set forth in Sections 4 and 5 of this Attachment 5. The Telecommunications Services provided for resale, and the service functions and support functions provided by NEVADA to CLEC pursuant to this Agreement are collectively referred to as "Local Service." NEVADA shall make promotional offerings available to CLEC for resale. NEVADA shall apply the wholesale discount to the retail price or ordinary rate for a retail service rather than a special promotional rate when such promotions will be in effect for no more than 90 days and NEVADA does not use such promotional offerings to evade its wholesale rate obligations. If NEVADA offers a new service or a service which has not been tariffed on a short-term promotional basis, it must establish the standard retail price or ordinary rate for those services and make those services available to CLEC at that price less the wholesale discount. NEVADA will not use such promotional offerings to evade the wholesale rate obligation, for example by making available a sequential series of 90-day promotional rates.
- 1.2. The rights, obligations and duties set forth in this Attachment are subject to the Act, regulations thereunder, and relevant Commission decisions.

### **2. General Terms and Conditions for Resale**

#### **2.1. Pricing**

The prices charged to CLEC for resold Local Service are set forth in Attachment 8 of this Agreement. All Telecommunications Services, including without limitation, promotions, pricing plans, Lifeline Services custom offers and discounts for volume and term commitments, shall be available to CLEC at wholesale rates as specified in Attachment 8, and shall be no less favorable than the wholesale rates made available by NEVADA to similarly situated CLCs; provided, however, pursuant to Section 252 of the Act, implementing regulations and any court or Commission decisions applicable thereto, NEVADA shall make available to CLEC, without unreasonable delay, any Local Service contained in any agreement to which NEVADA is a party that has been filed and approved by the Commission. NEVADA shall also make available custom offers at wholesale rates, provided, however, that

custom offers shall only be available for resale to similarly situated customers and further provided that avoided costs for such custom offers shall be determined by the methodology adopted by the Commission. CLEC shall receive the same volume discounts from NEVADA for Telecommunications Services, including CENTREX, based on its wholesale volume that NEVADA provides to its retail customers based on their retail volume without regard to the number of customers to which CLEC resells such service. In no event shall CLEC be required to agree to volume or term commitments (other than those which may be applicable to NEVADA's end user customers) as a condition for obtaining Local Service at wholesale rates.

## 2.2. **Resale Restrictions**

To the extent consistent with applicable rules and regulations of the FCC and the Commission, CLEC may resell Local Services to provide Telecommunications Services. NEVADA will not impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that NEVADA has grandfathered or grandfathers in the future may only be resold to end-user customers already subscribing to those same services. Lifeline Service may be resold only to end-user customers who would be eligible to receive Lifeline Service from NEVADA.

## 2.3. **Dialing and Service Parity; Number Retention**

2.3.1. Unless technically infeasible, for resold service, NEVADA shall ensure that all CLEC customers experience the same dialing parity as similarly-situated NEVADA customers, such that, for all call types: (i) an CLEC customer is not required to dial any greater number of digits than a similarly-situated NEVADA customer; (ii) the CLEC customer may retain its local telephone number with no loss of features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an CLEC customer is at least equal in quality to that experienced by a similarly-situated NEVADA customer. This subsection shall apply to 1+ intraLATA calls on the availability date resulting from any Commission order authorizing or requiring intraLATA toll dialing parity in Nevada.

2.3.2. For resold services, NEVADA shall ensure that all CLEC customers experience the same service levels as similarly situated NEVADA customers, and, unless technically infeasible, that there is no loss of features or functionalities, including, but not limited to: same dial tone and ringing; same capability for either dial pulse or touch tone recognition; flat and measured services; speech recognition as available; same extended local free calling area; 1+ IntraLATA toll

calling; InterLATA toll calling and international calling; 500, 700, 800/888, 900, and dial around (10XXX/101XXX) services; and restricted collect and third number billing.

2.4. **Changes in Retail Service**

NEVADA will notify CLEC of any changes in the terms and conditions under which it offers Local Telecommunications Services at retail to subscribers who are not telecommunications service providers or carriers, at least 60 days prior to the effective date of such change.

2.5. **Primary Local Exchange Carrier Selection**

NEVADA shall apply the principles set forth in Section 64.1100 of the FCC Rules (47 C.F.R. Section 64.1100) to the process for end-user selection of a primary local exchange carrier. NEVADA shall not require a written letter of authorization from the customer, and shall not require a disconnect order from the customer, another carrier, or another entity, in order to process an CLEC order for Local Service for the customer.

2.6. **Forecasts**

CLEC shall provide to NEVADA forecasts of the number of Resale Services at a LATA level on a semi-annual basis. CLEC will provide the first such forecast prior to submitting the first Link order. Where and when CLEC has forecasts for Links at a more discrete level, CLEC will provide such forecasts to NEVADA.

2.7. **CSP (Customer Specific Pricing) Contract Conversions**

2.7.1 CLEC may convert current **NEVADA** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Nevada, and

2.7.2 **NEVADA** may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Nevada.

2.7.3 In the event of a conversion under either Section 3.6.1 or 3.6.2, CLEC and **NEVADA** shall comply with all of the terms and conditions set forth in Sections 3.6.4 and 3.6.5 hereof.

2.7.4 Responsibilities of CLEC in connection with CSP Contract Conversions.

CLEC shall sign an "Assumption of Existing Agreement": assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **NEVADA** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount 5.62% in Nevada for CSP Contracts. CLEC may assume existing volume and term contracts that were priced by **NEVADA** using its standard matrix pricing at the wholesale discount of 8.0% in the State of Nevada.

2.7.4.1 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **NEVADA**.

2.7.4.2 If another reseller of **NEVADA** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **NEVADA** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **NEVADA** in connection with any conversion by another reseller of **NEVADA** local service of any CLEC End User(s) that has an existing CSP contract.

2.7.4.3 If CLEC elects to terminate a **NEVADA** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

2.7.5 Responsibilities of **NEVADA** in connection with CSP Contract Conversions.

2.7.5.1 **NEVADA** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

2.7.5.2 **NEVADA** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **NEVADA**.

### **3. Requirements for Specific Services**

#### **3.1. CENTREX Requirements**

3.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the following requirements:

3.1.1.1. All deployed features and functions of CENTREX Service offered to any NEVADA customer, whether offered under tariff or otherwise filed with the Commission, shall be available to CLEC, where deployed, for resale, without any customer class restrictions other than those which may be imposed by applicable orders of the FCC or the Commission.

3.1.1.2. NEVADA shall provide to CLEC a list of all CENTREX features and functions offered by NEVADA within thirty (30) days or less of the Effective Date of this Agreement.

3.1.1.3. All service levels and features of CENTREX Service provided by NEVADA for resale by CLEC shall be at parity to those provided to NEVADA's end user customers.

3.1.1.4. CLEC shall pay a one time, non-recurring charge, as set forth in Attachment 8 of this Agreement to pay for the cost of suppressing the need for CLEC customers to dial "9" ("Assumed Dial 9") when placing calls outside the CENTREX System.

3.1.1.5. CLEC may utilize Automatic Route Selection (ARS).

3.1.1.6. CLEC may aggregate the CENTREX local exchange and IntraLATA traffic usage of CLEC Customers to qualify for volume discounts on the basis of such aggregated usage.

3.1.1.7 CLEC may aggregate multiple CLEC Customers on dedicated access facilities. CLEC shall pay the rates for DS-1 termination set forth in Attachment 8 of this Agreement for such service.

#### **3.2. CLASS and Custom Calling Features Requirements**

Where deployed and offered, CLEC may purchase the entire set of CLASS and Custom Calling features and functions, or any one or any combination of



such features, on a customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased. NEVADA shall provide to CLEC a list of all such CLASS and Custom features and functions within thirty (30) days or less of the Effective Date of this agreement.

### 3.3. **Exception Account Notification**

3.3.1. An end-user customer account may be considered an "Exception Account," for purposes of this Agreement, when certain conditions exist (e.g. the LifeLine Service rate is billed, Deaf and Disabled equipment has been provided, tax exemptions exist, participation in other programs which provide for reduced or special rates, or subsidies).

3.3.2. NEVADA shall forward the account information to CLEC which identifies a specific end-user as currently eligible and participating in such programs, in an electronic format in accordance with the procedures set forth in this Attachment and Attachment 11.

3.3.3. NEVADA shall provide Lifeline Service to CLEC for resale until such time as CLEC becomes eligible to receive support from the federal Lifeline subsidy program. Thereafter, NEVADA shall provide CLEC the capabilities required for Lifeline Service at parity with the Lifeline Service offered to NEVADA's end-user customers.

### 3.4 **Intercept and Transfer Services**

Upon request from CLEC, NEVADA will provide an intercept referral message that includes any new CLEC telephone number for the same period of time as Nevada provides to its existing end user customers, and NEVADA will provide directory updates at the next publication. This intercept referral message shall be approved by CLEC and shall be similar in format to the intercept referral messages currently provided by NEVADA for its own end users.

### 3.5 **E911/911 Services**

NEVADA shall provide to CLEC, for CLEC customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP) at parity to that provided to NEVADA's end-user customers. NEVADA's ALI database shall provide the PSAP with CLEC customer information. Nevada will assist the PSAP in determining the appropriate CLC to contact in the case of misrouted calls belonging to each CLC. NEVADA will provide CLEC with access to NEVADA's Master Street Address Guide (MSAG), in paper form and magnetic tape, for purposes of allowing CLEC to update and validate customer records in the E911 Management System (E911 MS) database

used to support E911/911 services. NEVADA will provide CLEC revised copies of the MSAG on a quarterly basis until such time as it is electronically available through EDI, at which time NEVADA will no longer provide CLEC with paper or tape copies thereof. NEVADA will offer to CLEC a diskette version of the MSAG, when available. NEVADA will use all reasonable efforts to maintain the MSAG database consistent with correct information in the PREMIS database. Nothing in this Agreement precludes CLEC from establishing and updating its own ALI/DMS data base.

**4. Support Functions for Resold Services:**

4.1. The following support functions are offered in conjunction with a resold service: Operator Services. Operator Services consists of Directory Assistance and Operator Assistance.

**4.2. Routing to Operator Services**

Where CLEC purchases resold Local Service, at CLEC's option, NEVADA will provide the functionality and features required to modify the originating subscriber's line at NEVADA's local switch (LS) or, when intraLATA presubscription is implemented, NEVADA's Access Tandem (AT) to route all calls to the CLEC Network for Operator Services. Such routing to CLEC's Operator Services shall be available as specified in Attachment 6, Section 7.1.4.

**4.2.1. Operator Services:**

Operator Assistance calls which, at CLEC's option, are routed to NEVADA will meet the following requirements:

4.2.1.1. The calls will be unbranded, with no reference, express or implied, to NEVADA. When technically feasible the calls will be branded "CLEC" or such other brand as may be requested by CLEC.

4.2.1.2. NEVADA will provide the following services to CLEC's end users at no charge in parity with the information NEVADA provides its own end users:

4.2.1.2.1 For intraLATA rates where CLEC concurs with NEVADA's rates, NEVADA will quote call time and charges for CLEC's end users.

4.2.1.2.2 For intraLATA rates where CLEC does not concur with NEVADA's rates, NEVADA will transfer CLEC's

end user to the number supplied by CLEC for such requests.

4.2.1.2.3 For interLATA rate information and calling plan rate information, NEVADA will provide CLEC's end user with appropriate dialing instructions to reach their carrier for such information.

4.2.1.3. NEVADA will provide Operator Services to CLEC which are at parity with services which NEVADA provides to itself and its own end-user customers.

4.2.2. Directory Assistance:

4.2.2.1. In accordance with the availability as specified in Section 7.1.4 of Attachment 6 to this Agreement, at CLEC's option, NEVADA shall route local Directory Assistance calls dialed by CLEC customers directly to the specified CLEC trunk group. With implementation of IntraLATA Presubscription, intraLATA foreign NPA calls will be routed based upon the end user's intraLATA PIC.

4.2.2.2. Subject to the conditions set forth in Attachment 4, Sections 2 and 3, NEVADA will include the CLEC customer's listing in its Directory Assistance database as part of the Service Order process. NEVADA will honor CLEC customer's preferences for listing status, including non-published, as noted on the Service Order Request or similar form and will ensure that the listing appears as CLEC requested in the NEVADA database which is used to perform Directory Assistance functions.

4.3. Operator Assistance:

4.3.1. NEVADA will provide the full range of Operator Assistance, at the rates set forth in Attachment 8, including, but not limited to, collect, person-to-person, station-to-station, bill-to-third party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.

4.3.1.1. At CLEC's option, and consistent with the implementation schedule set forth in Attachment 6, Section 7.1.4, NEVADA shall route local Operator Assistance calls (0+, 0-) dialed by CLEC customers directly to the CLEC Local Operator Assistance platform. Such traffic shall be routed over trunk

groups specified by CLEC which connect NEVADA end offices and the CLEC Local Operator Assistance platform, using standard Operator Assistance dialing protocols of 0+ or 0-.

- 4.3.1.2. NEVADA will provide the functionality and features within its Local Switch (LS) to route CLEC customer dialed 0- and 0+ IntraLATA calls to the CLEC designated trunk on the Main Distribution Frame (MDF) or Digital Cross Connect (DSX) panel via Modified Operator Services Signaling (MOSS) Feature Group C signaling. In all cases, NEVADA will provide post-dial delay at least equal to that provided by NEVADA for its end user customers.

In addition and at CLEC's request, when intraLATA presubscription is implemented, NEVADA will provide the functionality and features within its Access Tandem to route CLEC customer dialed 0- calls to the CLEC designated trunk on the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel via Feature Group D signaling to CLEC. On 0+ calls NEVADA will route the calls to the presubscribed carrier of CLEC's end user customer.

- 4.3.1.3. NEVADA will warm-line transfer any CLEC customer requesting rate information to CLEC, as follows:

- 4.3.1.3.1. Warm-line transfers without charge: NEVADA will warm-line transfer any CLEC customer requesting intraLATA rate information (except calling plan information), at no charge to CLEC.

- 4.3.1.3.2. Warm-line transfers are unavailable under general tariff. At CLEC's request, subject to a mutually agreed upon contract, NEVADA will warm-line transfer any CLEC customer requesting interLATA, interstate or international rate information, as well as intraLATA calling plan information, and charge CLEC the mutually agreed upon rate for carrier-to-carrier warm-line transfers.

#### 4.3.2. Repair Calls:

Either Party shall refer repair calls dialed by the other Party's end-user customer to the repair number supplied by the appropriate Party. When technically feasible at CLEC's option NEVADA shall provide the

ability to route 611 repair calls directly to CLEC's repair services platform.

4.3.3. Non-discriminatory Treatment:

All direct routing capabilities described herein shall permit CLEC customers to dial the same telephone numbers for CLEC Directory Assistance or Local Operator that similarly-situated NEVADA customers dial for reaching equivalent NEVADA services. Such non-discriminatory dialing to reach CLEC's Directory Assistance or Local Operator shall be available consistent with the implementation schedule in Attachment 6, Section 7.1.4.

4.3.4. Emergency Calls:

NEVADA, no later than ten (10) business days after the Effective Date, shall provide to CLEC the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be transmitted via the Electronic Interface described in Attachment 11, or by an interim means agreed by the Parties. NEVADA will electronically transmit to CLEC, in a timely manner, all changes, alterations, modifications and updates to such data. NEVADA shall accurately transmit information provided to NEVADA by the emergency public agency, but assumes no liability for the accuracy of such information.

4.4. **Busy Line Verification and Emergency Line Interrupt**

Until such time as an electronic interface is made available by NEVADA to access NEVADA's switch for Operator Services, if CLEC has purchased the resale line without NEVADA's Operator Services, NEVADA will offer Operator-to-Operator BLV/BLVI to CLEC on a non-discriminatory basis, in accordance with LERG instructions. NEVADA requires that a reciprocal BLV/BLVI network be established between NEVADA and CLEC's operator service provider.

4.5. **Access to the Line Information Database**

NEVADA shall update and maintain CLEC customer information in the Line Information Database ("LIDB") in the same manner and on the same schedule that it maintains information in LIDB for NEVADA customers.

4.6. **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to CLEC Service, NEVADA will remove any NEVADA-assigned telephone line calling card number (including area code) ("TLN") from the LIDB.

4.7. **Call Blocking**

Upon CLEC's request, NEVADA will provide blocking on a line by line basis of an CLEC customer's access to any or all of the following call types: 900, bill to third and collect, and such other call types for which NEVADA provides blocking to similarly situated customers.

4.8. **Pay Phone Services**

4.8.1. "Pay Phone Service" is defined by Section 276 of the Act and any FCC and Commission regulations adopted thereto. These services may include the provision of service from public pay telephones, the provision of inmate telephone service in correctional institutions, and the provision of any ancillary services within the meaning of Section 276 of the Act.

4.8.2. Pay phone lines are defined as the loop from the pay phone set point of demarcation to the Serving Wire Center. Pay phone lines are attached to coinless and coin pay phone sets (e.g. NEVADA's COPT service).

4.8.3. NEVADA will provide CLEC all retail telecommunications functions and features provided by NEVADA through pay phone lines, in the same form, made available by NEVADA to customers for its pay phone line customers (e.g. COPT providers).

4.8.4. Each Party will comply with Section 276 of the Act and FCC regulations adopted thereunder in connection with selection of carriers for intraLATA, interLATA and international telephone services from pay phone sets.

5. **Service Functions**

5.1. **Electronic Interface**

5.1.1. In the event that an EDI interface has not been deployed prior to CLEC's intent to enter the NEVADA market, NEVADA shall provide an interim electronic interface known as Resale Mechanized Interface/Network Data Mover ("RMI/NDM") for transferring and receiving all Service Orders and related information such as Firm

Order Confirmations (FOC), Jeopardies, Rejects, Simple and Complex Completions. The NDM network interface shall be administered through a gateway that will serve as a single point of contact for the transmission of data from CLEC to NEVADA, and from NEVADA to CLEC. The requirements and implementation of such a data transfer system are/will be set forth in Attachment 11 and are incorporated by this reference as though fully set forth herein. An NDM interface will be made available within thirty (30) days of NEVADA's receipt of a written request from CLEC to make such interface available or upon implementation at Pacific Bell, whichever is earlier. It is understood that this interface will be the same as that implemented within Pacific Bell.

- 5.1.2. For the Long Term, NEVADA and CLEC agree to adopt an Electronic Interface ("EI") standard to transmit and receive Pre-Order, Order and Provisioning data in a "real time" environment. CLEC and NEVADA will exchange requests and responses over the EDI interface established between CLEC and Pacific Bell. Both companies agree that this solution is in their mutual best interest and will negotiate in good faith for the earliest possible deployment of an EI standard, as set forth in Attachment 11. It is understood that this interface will be the same as that implemented within Pacific Bell, and that deployment within NEVADA will be in conjunction with deployment in Pacific Bell.

## 5.2. **Work Order Processes**

- 5.2.1. NEVADA shall ensure that all work order processes used to provision Local Service to CLEC for resale meet the service parity requirements set forth in this Agreement or its Attachments.
- 5.2.2. Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in Attachments 11, 12, 13 and 14.

## 5.3. **Point of Contact for CLEC Customers**

- 5.3.1. Except as otherwise provided in this Agreement, CLEC shall be the single and sole point of contact for all CLEC customers.
- 5.3.2. Each Party shall refer all questions regarding the other Party's service or product directly to the other Party at a telephone number specified by the other Party.
- 5.3.3. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services: (i) provide such

numbers 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; (iii) shall not use these misdirected calls as opportunities to solicit the move from one company to another.

5.4. **Single Point of Contact**

Each Party shall provide the other Party with a Single Point of Contact (SPOC) for all inquiries regarding the implementation of this Attachment. Each Party shall accept all inquiries from the other Party and provide timely responses.

5.5. **Pre-Service Order Information**

To facilitate the ordering of new service for resale or changes to such service to an CLEC customer (Service Order), NEVADA shall provide, consistent with the information exchange as set forth in Attachment 11, Appendix A, CLEC's representatives with access to NEVADA's address, telephone number, and switch feature information. This will allow CLEC to perform functions such as, but not limited to, Telephone Number Assignment, an LSO to address correlation, service and feature availability by Switch type and other such functions which are deemed necessary to provide the customer with a common experience when dealing with CLEC. NEVADA shall comply with CLEC requests to:

- 5.5.1. Obtain customer information, including customer name, billing and residence address, billing telephone number(s), current participation in Voluntary Federal Customer Financial Assistance Program if available, Telephone Relay, and other similar services, and identification of NEVADA features and services subscribed to by customer;
- 5.5.2. Obtain information on all features and Local Telecommunication Services available for resale by switch CLLI/NPA-NXX. This information will be provided monthly on diskette. When the interfaces specified in Section 5.1.2 are implemented for real-time access via an electronic interface, NEVADA will no longer provide CLEC with a monthly diskette;
- 5.5.3. Enter the CLEC customer order for all desired features and services;
- 5.5.4. Assign a telephone number (if the CLEC customer does not have one assigned);



- 5.5.5. Identify the appropriate primary directory for each end-user location;
- 5.5.6. Identify "next available due date" for service installation;
- 5.5.7. Provide service availability dates;
- 5.5.8. Order local, intraLATA toll service, and enter CLEC customer's choice of primary interexchange carrier on a single, unified order;
- 5.5.9. Suspend or terminate service to an CLEC customer for non-payment and restore service, as appropriate, at parity with NEVADA's ability to suspend or terminate service;
- 5.5.10. Obtain street address information for address verification and street-address-to-wire-center correlation; and,
- 5.5.11. Obtain Directory Book Codes and Publication Close Dates by NPA-NXX and Service Area Name. This information is available in NEVADA's CLC Handbook.

5.6. **Provisioning**

After receipt and acceptance of a Service Order, NEVADA shall provision such Service Order in accordance with the performance standards set forth in Attachment 17 and as set forth below:

- 5.6.1. NEVADA shall provide CLEC with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:
  - 5.6.1.1. Firm order confirmation, including service availability date, and the need for a service dispatch;
  - 5.6.1.2. Order completion notification of installation which details the work performed, date completed and any additional information, such as material charges;
  - 5.6.1.3. Rejections/errors in Service Orders;
  - 5.6.1.4. Jeopardies and missed appointments;
  - 5.6.1.5. Charges associated with necessary construction;
  - 5.6.1.6. Except for basic exchange service, order status at critical intervals;

5.6.1.7. Except for basic exchange service, test results, where available, will be provided in a form mutually agreeable.

5.6.2. Where NEVADA provides installation, NEVADA shall advise an CLEC customer to notify CLEC immediately if the CLEC customer requests a service change at the time of installation.

5.6.3. NEVADA shall provide provisioning support to CLEC at parity with the normal business hours it supports its own retail unit. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. In the event NEVADA changes its hours of operations, NEVADA will notify CLEC of such change in writing.

5.6.4. NEVADA shall provide training for all NEVADA employees who may communicate, either by telephone or face-to-face, with CLEC customers, during the provisioning process. Such training shall instruct the NEVADA employees not to disparage or discriminate against CLEC, its products or services, and shall comply with the branding requirements of this Agreement.

5.6.5. At CLEC's option, CLEC may designate directory listings (Directory Assistance listing and Telephone Directory listing) for existing customers be migrated "as is", with no additional information required.

5.7. **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 12. Maintenance will be provided by NEVADA in accordance with the service parity requirements set forth in this Attachment.

5.8. **Provision of Customer Usage Data**

NEVADA shall provide the Customer Usage Data recorded by NEVADA. Such data shall include CLEC customer Usage Data for Local Service, including both local and intraLATA toll service, all in accordance with the terms and conditions set forth in Attachment 14.

5.9. **Service/Operation Readiness Testing**

5.9.1. In addition to testing described elsewhere in this Section, NEVADA shall test the systems used to perform the following functions sixty (60) days or less if mutually agreed to by the Parties, prior to commencement of NEVADA's provision of Local Service to CLEC, in order to establish system readiness capabilities:

- 5.9.1.1. All interfaces between CLEC and NEVADA work centers for Service Order, Provisioning;
  - 5.9.1.2. Maintenance, Billing and Customer Usage Data;
  - 5.9.1.3. The process for NEVADA to provide customer service records;
  - 5.9.1.4. The installation scheduling process;
  - 5.9.1.5. Telephone number assignment;
  - 5.9.1.6. Procedures for communications and coordination between CLEC SPOC and NEVADA's Local Operations Center (LOC);
  - 5.9.1.7. Procedures for transmission of Customer Usage Data; and
  - 5.9.1.8. Procedures for transmitting bills to CLEC for Local Service.
- 5.9.2. The functionalities identified above shall be tested in order to determine whether NEVADA performance meets the applicable service parity requirements and other performance standards set forth herein. NEVADA and CLEC shall make available sufficient technical staff to perform such testing. NEVADA and CLEC technical staffs shall be available to meet as necessary to facilitate testing. NEVADA and CLEC shall mutually agree on the schedule for such testing.
- 5.9.3. At either Party's request, each Party shall provide to the other Party any results of the testing performed pursuant to the terms of this Attachment. Either Party may review such results and shall notify the other Party of any failures to meet the requirements of this Agreement.
- 5.9.4. During the term of this Agreement, NEVADA shall participate in cooperative testing within 30 days of CLEC's request, whenever it is deemed necessary by CLEC to ensure service performance, reliability and customer serviceability. Additional optional testing, above and beyond that which is normally required to assure NEVADA's service performance, reliability and customer serviceability, requested by CLEC, will be billed according to the rates outlined in Attachment 8 to this Agreement.

5.10. **Billing For Local Service**

5.10.1. NEVADA shall bill CLEC for Local Service provided by NEVADA to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 13.

5.10.2. NEVADA shall recognize CLEC as the customer of record for all Resold Local Service and will send all notices, bills and other pertinent information directly to CLEC unless CLEC specifically requests otherwise.

**AMENDMENT TO**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA**  
**AND**  
**ESCHELON TELECOM OF NEVADA, INC.**

WHEREAS, NEVADA BELL TELEPHONE COMPANY d/b/a SBC Nevada<sup>1</sup> ("SBC Nevada") and Eschelon Telecom of Nevada, Inc. ("Eschelon" or "CLEC"), hereinafter individually referred to as a "Party" and collectively as the "Parties", entered into an agreement relating to local interconnection which was jointly filed with the Nevada Public Utilities Commission (the "Commission") on January 25, 2001, which became effective on May 31, 2001 ("the Agreement"), and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend Attachment 5 - Local Services Resale - NV, Section 3.1 of the Agreement by adding provisions regarding Digital Centrex rates; and

WHEREAS, such added provisions alone shall be effective for an interim period from October 10, 2003 through the earlier of February 28, 2004 or the date on which CLEC has added an aggregate of 500 digital Centrex lines for customers not currently served by CLEC using a shared used Centrex arrangement obtained from SBC Nevada

NOW THEREFORE, the Parties agree as follows:

- I. The following language will be added to Section 3.1 of Attachment 5 (Local Services Resale) of the Agreement:

3.1.2.1 During the interim period set forth below in Section 3.1.2.2, CLEC may purchase Digital Centrex Service for resale to new end users, at the 500+ lines rate set forth in the Digital Centrex Service (DCS) Price Matrix in its Interconnection Agreement (attached to Amendment No. 2 of said agreement as Attachment B as modified from time to time), less the resale discount established by the Public Utilities Commission of Nevada, in those central offices in which CLEC is currently purchasing at least 500 lines.

3.1.2.2 CLEC may purchase the service described in Section 3.1.2.1 at the rates set forth in Section 3.1.2.1 only during a period from October 10, 2003 until the earlier of February 28, 2004 or the date on which CLEC has added an aggregate of 500 digital Centrex lines for customers not currently served by CLEC using a shared used Centrex arrangement obtained from SBC Nevada (the "Interim Period").

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<sup>1</sup> Nevada Bell Telephone Company, a Nevada corporation, f/k/a SBC Nevada Bell Telephone Company, is now doing business in Nevada as SBC Nevada.

3.1.2.3 CLEC end users who purchase Digital Centrex Service from CLEC during the Interim Period shall be billed such rates until August 25, 2005.

3.1.2.4 At the expiration of the Interim Period all orders for new customers will be priced to CLEC without aggregation on a common block at the rates, station line commitments and service terms specified in the Centrex Price Matrix minus the wholesale discount.

- II. Nothing in this Amendment shall be deemed an admission by either party concerning the matters addressed in this Amendment.
- III. This Amendment to the Agreement will be effective upon execution of the Amendment by both Parties, but be subject to approval by the Commission. In the event the Commission does not approve the Amendment, the Parties shall adjust any rates set forth herein retroactively to the Effective Date.
- IV. 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 relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law") (collectively "Government Actions"). Neither this Amendment nor the fact of the Parties' having entered into this Amendment shall be construed as affecting either Party's rights under any change-of-law or similar provision in the Agreement, or any amendments thereto, or as creating an obligation on the part of SBC NEVADA to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC NEVADA shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC NEVADA network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC NEVADA has adopted the FCC ISP

terminating compensation plan ("FCC Plan") in an SBC NEVADA state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC NEVADA's right to exercise its option at any time to adopt on a date specified by SBC NEVADA the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- V. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- VI. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall expire the earlier of the effective date of a successor agreement to this Agreement or February 28, 2004.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

ESCHELON TELECOM OF NEVADA, INC.

NEVADA BELL TELEPHONE COMPANY d/b/a SBC  
NEVADA  
By: SBC Telecommunications, Inc.,  
its authorized agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: For/President-Industry Markets

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

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



**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA  
AND  
ESCHELON TELECOM OF NEVADA, INC.**

The Interconnection Agreement ("the Agreement") by and between Nevada Bell Telephone Company d/b/a SBC Nevada<sup>1</sup> ("SBC Nevada") and Eschelon Telecom of Nevada, Inc. ("CLEC") is hereby amended as follows:

(1) Add Appendix Batch Hot Cut Process which is attached hereto.

(2) Add Price Schedule - Batch Hot Cut Process which is attached hereto.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

(6) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

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<sup>1</sup> Nevada Bell Telephone Company, a Nevada corporation, f/k/a SBC Nevada Bell Telephone Company, is now doing business in Nevada as SBC Nevada.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this <sup>6th</sup> ~~20th~~ day of ~~Sept~~ Oct, 2005, by Nevada Bell Telephone Company d/b/a SBC Nevada, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Advanced Telcom, Inc. d/b/a Advanced Telcom Group and ATG

By: J. O'Leary

Name: J. O'Leary  
(Print or Type)

Title: EVF, General Counsel  
(Print or Type)

Date: 9/24/05

Nevada Bell Telephone Company d/b/a SBC Nevada by SBC Operations, Inc., its authorized agent

By: M. Auinbauh

Name: Mike Auinbauh  
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: OCT 06 2005

FACILITIES-BASED OCN # 4734

ACNA DVN

## **BATCH HOT CUT PROCESS**

**BATCH HOT CUT PROCESS:** The “Batch Hot Cut Process Offerings” are new hot cut processes developed after multi-state collaboration between SBC Nevada and interested CLECs. The Batch Hot Cut Process Offerings are available to CLECs in addition to any hot cut processes available pursuant to CLEC’s underlying interconnection agreement. The Batch Hot Cut Process Offerings are designed to provide additional hot cut options for CLECs providing voice service using CLEC-provided analog, circuit switching. Detailed information and documentation regarding each of the Batch Hot Cut Process Offerings (including order guidelines, supported ordering scenarios, volume limitations (where applicable), and available due date intervals/cut times) is contained on SBC Nevada’s CLEC Online website (or successor website). Any future enhancements or modifications to SBC Nevada’s Batch Hot Cut Process Offerings will be made in accordance with SBC Nevada’s Change Management Process. SBC Nevada will ensure that its Batch Hot Cut Process Offerings comply with all applicable the Public Utilities Commission of Nevada (NV-PUC) batch cut rulings.

### **1.0 General:**

- 1.1 **Enhanced Daily Process:** The “Enhanced Daily Process” option is designed to support hot cuts associated with new customer acquisitions. SBC Nevada places no limitations on the number of Enhanced Daily Process orders CLEC may place per day.
- 1.2 **Defined Batch Hot Cut Process** – The “Defined Batch Hot Cut Process” is designed to support hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC Nevada -provided switching to service provisioned using CLEC-provided switching. CLEC may request up to one hundred hot cuts per day per central office using the Defined Batch Hot Cut Process. The maximum number of Defined Batch Hot Cut Process requests that SBC Nevada must accept for a single day in a single central office for all CLECs combined is two hundred lines.
- 1.3 **Bulk Project Offering** – The “Bulk Project Offering” is designed to support large volumes of hot cuts associated with the conversion of CLEC’s embedded base customers from service provisioned using SBC Nevada -provided switching to service provisioned using CLEC -provided switching.

### **2.0 PRICING FOR BATCH HOT CUT PROCESS OFFERINGS**

- 2.1 The per line rates applicable for each available Batch Hot Cut Process Offering option are set forth on the attached Batch Hot Cut Process Offerings Pricing Schedule, which is incorporated herein by this reference. The rates contained in the Batch Hot Cut Process Offering Pricing Schedule only apply to Batch Hot Cut Process Offering hot cut requests. To the extent that the rate application and/or rate structure for the Batch Hot Cut Process Offerings conflicts with provisions contained in CLEC’s underlying interconnection agreement, the rate structure and/or rate application contained in the Batch Hot Cut Process Offering Pricing Schedule prevails for Batch Hot Cut Process Offering requests only. This amendment does not modify the rate structure or rates applicable for any hot cuts requested using other hot cut processes supported by CLEC’s underlying interconnection Agreement.

<u>Rate Element</u>	<u>USOC</u>	<u>Rate</u>	
<b>Enhanced Daily Rates</b>			
Enhanced Daily FDT Basic	<b>NRFHA</b>	<b>\$29.30</b>	
Enhanced Daily CHC Basic	<b>NRFHB</b>	<b>\$35.62</b>	
Enhanced Daily IDLC Basic	<b>NRFHC</b>	<b>\$76.97</b>	
<b>Defined Batch Rates</b>			
Defined FDT Basic	<b>NRFHD</b>	<b>\$16.24</b>	
Defined CHC Basic	<b>NRFHE</b>	<b>\$18.44</b>	
Defined FDT Expanded	<b>NRFHF</b>	<b>\$17.51</b>	
Defined CHC Expanded	<b>NRFHG</b>	<b>\$19.85</b>	
Defined IDLC Basic	<b>NRFHH</b>	<b>\$70.09</b>	
<b>Bulk Batch Rates</b>			
Bulk FDT Basic	<b>NRFHJ</b>	<b>\$16.17</b>	
Bulk CHC Basic	<b>NRFHK</b>	<b>\$18.37</b>	
Bulk FDT Expanded	<b>NRFHL</b>	<b>\$17.45</b>	
Bulk CHC Expanded	<b>NRFHM</b>	<b>\$19.78</b>	
Bulk FDT Premium	<b>NRFHN</b>	<b>\$17.57</b>	
Bulk CHC Premium	<b>NRFHO</b>	<b>\$20.04</b>	
Bulk IDLC Basic	<b>NRFHP</b>	<b>\$70.03</b>	



**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BETWEEN  
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA  
AND  
ESCHELON TELECOM OF NEVADA, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a SBC Nevada ("SBC") and each Eschelon Telecom of Nevada, Inc. ("CLEC"). SBC and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in SBC's service territory in the State of Nevada.

**WITNESSETH:**

**WHEREAS**, SBC and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], (the "Agreement") (see Attachment A for the respective effective date of each CLEC's Agreement); and

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

**WHEREAS**, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

**WHEREAS**, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

**WHEREAS**, SBC filed a Complaint with the Public Utilities Commission of Nevada ("Commission"), designated Docket No. 04-9019, seeking to amend interconnection agreements as between SBC and identified CLECs in Nevada;

**WHEREAS**, the Commission issued an decision in Docket No. 04-9019 on November 16, 2005, requiring all parties to enter into conforming amendment agreements by December 22, 2005,

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Order, and TRO Remand as set forth herein;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto as "Attachment B".

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").
8. The Parties agree that this Amendment may be signed in one or more counterparts, and may be executed by signatures provided by electronic facsimile transmission (i.e., "fax copies"), which facsimile signatures shall be as binding and effective as original signatures.
9. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any SBC tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment were imposed on the parties by the Commission in the referenced contested complaint proceeding, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

**IN WITNESS WHEREOF**, this Amendment to the Agreement was exchanged in triplicate on this 16<sup>th</sup> day of December, 2005, by Nevada Bell Telephone Company d/b/a SBC Nevada, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Eschelon Telecom of Nevada, Inc.**

**Nevada Bell Telephone Company d/b/a SBC Nevada  
by ~~ART~~ Operations, Inc., its authorized agent**

By: J. Oxley

By: Rebecca L Sparks

Name: J. Jeffery Oxley  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: EVP Law & Policy, Gen. Counsel

Title: AVP – Local Interconnection Marketing

Date: December 14, 2005

Date: DEC 16 2005

**FACILITIES-BASED OCN #** \_\_\_\_\_

**ACNA** \_\_\_\_\_



**ATTACHMENT A**  
**List of Competitive Local Exchange Carriers  
 that are Parties to the Amendment**

The following Competitive Local Exchange Carriers (“CLECs”) are parties to the Amendment with SBC Nevada attached hereto. The date following the each CLEC’s name is the effective date of the CLEC’s Interconnection Agreement (“ICA”) with SBC Nevada, which is being amended by the attached Amendment.

	<b><u>Competitive Local Exchange Carrier</u></b>	<b><u>Effective Date of ICA</u></b>
1	ACN Communications Services, Inc.	3/11/04
2	Advanced TelCom, Inc. d/b/a Advanced Telcom Group and ATG	5/23/02
3	DSLnet Communications, LLC	11/18/02
4	Easton Telecom Services, LLC	4/18/04
5	Eschelon Telecom of Nevada, Inc.	3/8/01
6	IDT America, Corp.	3/29/04
7	KMC Telecom V, Inc.	1/19/01
8	Liberty Telecom, LLC.	8/2/99
9	MCImetro Access Transmission Services, LLC	12/3/96 (Brooks Fiber), 2/24/03 (MCImetro)
10	Pac-West Telecomm, Inc.	11/8/99
11	Shared Communications Services, Inc.	5/23/02
12	Sprint Communications Company, L.P.	1/18/03
13	Talk America Inc.	1/19/01
14	Virtual Hipster Corporation.	8/30/01
15	Williams Local Network, LLC.	10/21/02
16	Z-Tel Communications, Inc.	5/4/04

## ATTACHMENT B NEVADA TRO/TRRO AMENDMENT

- 0.1 Definitions.** The following definitions are applicable to this Attachment.
- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area, unless such structures share the same street address (e.g., two department stores connected by a covered walkway to protect shoppers from weather would be considered two separate buildings). An educational, industrial, governmental or medical premises or campus shall constitute a single building for purposes of the DS1 and DS3 loop caps provided that all of the structures are located on the same continuous property and the DS1 and/or DS3 loops are terminated at a single structure and are subsequently routed throughout the premises or campus, and the property, which is owned and/or leased by the same end-user customer, is not separated by a public roadway.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU’s MPOE. Examples of a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 [Intentionally left blank]
- 0.1.4 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).
- 0.1.5 **Hybrid Loop** is a local Loop and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an SBC wire center and the demarcation point at the customer premises.
- 0.1.6 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises with a transmission capacity of 23 or fewer DS-0s.
- 0.1.7 **Declassified Unbundled Local Circuit Switching/UNE-P (ULS/UNE-P).** To avoid any doubt, pursuant to this Attachment, SBC is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the transition periods as set forth in Sections 1.0 and 2.0.
- 0.1.8 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** Pursuant to Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. Pursuant to Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.

- 0.1.9 Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 1 non-impaired wire centers are defined pursuant to Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.10 Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport. Tier 2 non-impaired wire centers are defined Pursuant to Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.11 Tier 3 Wire Centers. Pursuant to Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated pursuant to the FCC's TRRO, including 47 CFR 51.5 as follows: A business line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and SBC had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.14 A "DS1 Loop", pursuant to Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 MBps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator.
- 0.1.16 [Intentionally left blank]
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels) provided on an unbundled basis pursuant to 47

U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by SBC that is part of that transmission path.

- 0.1.18 Dedicated Transport is defined as set forth in 47 CFR 51.319(e)(1).
- 0.1.19 [Intentionally left blank]
- 0.1.20 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from SBC, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingling" means the act of commingling.
- 0.1.21 "Commingled Arrangement" means the arrangement created by Commingling.
- 0.1.22 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

## 1.0 TRO Affected Elements

- 1.1 TRO-Affected Elements. SBC shall not be required to provide the following to CLEC as unbundled network elements under Section 251 pursuant to the FCC's Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance facilities; (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with SBC's networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to interconnect with SBC's network pursuant to Section 251(c)(2) of the Act, for the exchange of traffic;
  - (ii) OCn level dedicated transport<sup>1</sup>;
  - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
  - (iv) OCn loops;
  - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
  - (vi) packet switching, including routers and DSLAMs;
  - (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and
  - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except to the extent that SBC has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an

<sup>1</sup> Nothing herein is meant to indicate any agreement as to whether SBC is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- unbundled basis pursuant to Section 11.1.2 of this Attachment;
- (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
  - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
  - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation of TRO Affected Elements - New Orders. SBC is not required to provide the TRO Affected Element(s) on an unbundled basis for new orders, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Effectuated Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, SBC will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein (“Identified Facility”). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
- 1.3.2 For any Element that has become a TRO Affected Element pursuant to 1.3.1, SBC shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from SBC pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.
- 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge. SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and SBC have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then SBC will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

## 2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements

2.1 SBC shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) pursuant to Rule 51.319(d)(2) of the FCC's TRO Remand (TRRO) Order Element(s) as follows where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops:

2.1.1 The Parties acknowledge that if CLEC does not have an Embedded Base ULS/UNE customers served through the Agreement then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law. Effective March 11, 2005, whether or not CLEC has an Embedded Base of either ULS or UNE-P customers, SBC is not required to provide new ULS, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251 of the Act. SBC shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the Public Utilities Commission of Nevada. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, SBC must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to SBC to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders , record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that SBC has available and activated in the Local Circuit Switch.

2.1.1.3 Pursuant to Rule 51.319(d)(4)(i), SBC shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 SBC shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or

more of the ULS or UNE-P;

- (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
- (c) March 11, 2006.

2.1.3 Pursuant to Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement within 12 months of the effective date of the TRRO, i.e., March 11, 2006. CLEC and SBC agree to utilize the twelve-month transition period as set forth by the FCC in Paragraph 227 to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative SBC service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 SBC will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

2.1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, SBC, without further notice or liability, will re-price such arrangements to market-based rates. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and SBC does not make the hot cuts per the schedule established either by the Public Utilities Commission of Nevada or as agreed to by the Parties and as a consequence ULS or UNE-P remains in place, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.1.4 [intentionally left blank]

2.2 The provisions of this Section 2.0, apply and are operative with respect to SBC's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

### 3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport

3.1 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 high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251:

3.1.1 Dark Fiber Unbundled Loops. Pursuant to Rule 51.319(a)(6)(i), SBC is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis.

3.1.2 DS1 Loops. Pursuant to Rule 51.319(a)(4)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 Pursuant to Rule 51.319(a)(4)(ii), CLEC may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. Pursuant to Rule 51.319(a)(5)(i), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of SBC in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 Pursuant to Rule 51.319(a)(5)(ii), CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.9 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.4.1 Pursuant to Rule 51.319(e)(2)(B), a requesting CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

3.1.5 DS3 Unbundled Dedicated Transport. Pursuant to 51.319(e)(2), SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 Pursuant to Rule 51.319(e)(2), a requesting CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.



- 3.1.6 Dark Fiber Unbundled Dedicated Transport. Pursuant to Rule 51.319(e)(2) SBC shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.9 and 0.1.10 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of SBC on such routes, except as otherwise set forth in this Attachment.
- 3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. Pursuant to Rules 51.319(a)(4)(iii) for DS1 Loops, Rule 51.319(a)(5)(iii) for DS3 Loops, Rule 51.319(e)(2)(C) for DS1 dedicated transport and 51.319(e)(iii)(C) for DS3 dedicated transport, for a 12-month period beginning on the effective date of the TRRO any such unbundled network elements that are no longer required to be provided pursuant to Section 251 as outlined in Section 1.3.1 above, SBC shall continue to provide CLEC's Embedded Base of such elements ordered by CLEC before March 11, 2005 for a 12-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on March 11, 2006. Dark Fiber Loops, pursuant to Rule 51.319(a)(6), and Dark Fiber Dedicated Transport between a pair of SBC wire centers which are both either Tier 1 or Tier 2 wire centers, pursuant to Rule 51.319(e)(2)(iv), are no longer required to be provided pursuant to Section 251. SBC shall continue to provide CLEC's Embedded Base of the Dark Fiber Loops and Dark Fiber Transport elements between a pair of SBC wire centers which are both either Tier 1 or Tier 2 wire centers for an 18-month period beginning on the effective date of the TRRO, i.e., March 11, 2005 with such transition period ending on September 11, 2006.
- 3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base elements, pursuant to Rule 51.319(a), shall be the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), *plus 15%* effective as of March 11, 2005. CLEC shall be fully liable to SBC to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.
- 3.2.2 Where SBC is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport elements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period, unless an agreement regarding an alternative arrangement is reached between CLEC and SBC.
- 3.2.2.1 SBC will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport element be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.

- 3.2.2.2 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a “record order” transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and a record order is generated, the record order service charge will be the only applicable charge.
- 3.2.2.3 [Intentionally left blank]
- 3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, SBC, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to SBC requesting that the Affected Dark Fiber Loop and Transport elements be disconnected and returned to SBC, SBC shall disconnect such arrangements unless an agreement regarding an alternative arrangement is reached between CLEC and SBC.

#### **4.0 Non-Impaired Wire Center Criteria and Related Processes**

- 4.1 SBC has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. SBC’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its Embedded Base of DS1 and DS3 Loop and Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006. CLEC will transition any affected Dark Fiber Transport arrangements affected by the wire center designations by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. SBC will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Nevada Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC wire center non-impairment designation, the CLEC will provide a self-certification to SBC identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by SBC as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC. In the event that the CLEC issues a self-certification to SBC where SBC has deemed that the non-impairment threshold has been met in a specific

wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and SBC must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.1.3. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC shall provision the requested facilities in accordance with CLEC's order and within SBC's standard ordering interval applicable to such facilities. If SBC in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, SBC will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager.

- 4.1.1 The parties recognize that wire centers that are not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by SBC as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005, meets one or more of these thresholds at a later date, SBC may add the wire center to its list of designated wire centers and the Parties will use the following process:
  - 4.1.1.1 SBC may update the wire center list as changes occur. SBC will provide thirty-days advance notice to CLEC prior to posting updates to its non-impaired wire center listing.
  - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
  - 4.1.1.3 SBC will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
  - 4.1.1.4 In the event the CLEC disagrees with SBC's determination and desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to SBC.
  - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against SBC's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Applicable Transitional Period as follows: transition of all circuits that have been declassified by the wire center designation(s) must occur within 90 days after the issuance of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required.
  - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC's designation determination, SBC may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
  - 4.1.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.

- 4.1.2 If the Nevada Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 4.1.3 In the state of Nevada, if it desires to do so, SBC can dispute the self-certification and associated CLEC orders for facilities pursuant to Nevada Commission-established procedures set forth by the Commission in its carrier complaint process (NAC 704.68035 et seq.). In accordance with the Commission's carrier complaint process, the parties will meet and confer prior the filing of a complaint in an attempt to settle the dispute. If the parties are unable to settle the matter, SBC shall file a complaint with the Commission and serve a copy of the complaint on the CLEC. SBC shall also serve CLEC with a copy of any SBC complaint filing contesting any Self Certification of any carrier so CLEC is fully apprised of any potential Commission determination regarding non-impairment of wire centers. The Parties will not oppose a request for intervention by another CLEC if such request is related to the disputed wire center designation. During the pendency of any dispute resolution proceeding, SBC shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If CLEC's Self Certification is ultimately found to be in error by the Commission, CLEC may convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to provide SBC with any true up of the rates charged to the rate of the analogous service converted to back to the date that is ten days after SBC notifies its challenge to the CLEC.
- 4.1.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC intends to rely, which will include the detailed business line information for the SBC wire center or centers that are the subject of the dispute. Any requests for additional information shall be resolved through the discovery process as described in the Commission's carrier complaint process. CLEC shall also be subject to the discovery process described in the Commission's carrier complaint process.
- 4.2 [Intentionally left blank.]
- 4.3 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.4 SBC will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area of the impaired wire center will continue to have Affected Elements available from the non-impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and SBC Nevada have failed to reach agreement under Section 3.2.2.4 above as to a substitute service arrangement or element, then SBC may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.
- 4.7 [Intentionally left blank.]
- 4.8 [Intentionally left blank.]
- 4.9 [Intentionally left blank.]
- 4.10 When more than 60 days from the issuance of an SBC designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify. SBC may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and SBC will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 5.0 Commingling and Commingled Arrangements**
- 5.1 SBC shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC. For the Commingling Arrangements available as included in this Section 5.1, SBC will make such available across its 13-State footprint. The types of Commingled Arrangements which SBC is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. SBC's Commingled Arrangements posted to CLEC-Online as of May 1, 2005 as available and fully tested on an end-to-end basis from ordering through provisioning and billing, include the following:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux;
  - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#;
  - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#;
  - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop# ;
  - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#;
  - vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux;
  - vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#;
  - viii. UNE loop to special access multiplexer;
  - ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1

- Interoffice Transport connected to a Special Access DS1 Loop#;
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#;
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#;
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#; and,
- xiii. While not a commingling arrangement, SBC will support the connection of high-capacity loops to a special access multiplexer.

# Indicates that FCC's mandatory eligibility criteria of 47 C.F.R. § 51.318(b) applies, including the collocation requirement.

- 5.1.1 To the extent that SBC requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.
- 5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by SBC, CLEC shall request any such desired commingling arrangement and SBC shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available, SBC will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.
- 5.2 Upon request and to the extent provided by applicable law and the provisions of the Amended Agreement, SBC shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from SBC (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.
- 5.3 [Intentionally left blank]
- 5.4 For example, without limitation of this provision, SBC will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, ILEC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, ILEC will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.
- 5.5 Upon request, and to the extent required by applicable law and the applicable provisions of this Attachment, SBC shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC (as well as requests where CLEC also wants SBC to complete the actual Commingling), except that SBC shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from SBC, and SBC shall not deny access to Section 251 UNEs

and combinations of Section 251 UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from SBC.

- 5.6 SBC shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to this Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from SBC. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any SBC tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.7 When CLEC purchases Commingled Arrangements from SBC, SBC shall charge CLEC element-by-element and service-by-service rates. SBC shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.8 [Intentionally left blank.]
- 5.9 SBC agrees that CLEC may request to Commingle the following elements to the extent that SBC is required to provide them pursuant to Section 271 of the Act (“271 Elements”) or Applicable Law: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 5.9, SBC and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.10 Unless expressly prohibited by the terms of this Attachment, SBC shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) services obtained from SBC, (ii) services obtained from third parties or (ii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with SBC.
- 6.0 EELs**
- 6.1 SBC agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. SBC shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Agreement. Except as provided below in this Section 6.0 and subject to this Section 6.1, SBC shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.
- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Cap EELs”), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4

below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:

- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
- (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.

6.3 SBC shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. SBC shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:

6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. SBC hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.

6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to SBC. Provided that SBC has received such self certification from CLEC, SBC shall not deny CLEC access to High-Capacity EELS. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.

6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers.

6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL pursuant to TRO Rule 51.318(b)(2):

- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it.
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment.
- (v) Each DS1 circuit to be provided to each end user customer will be served by an



interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment.

- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
  - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at SBC's premises within the same LATA as the customer's premises, when SBC is not the collocator; or
  - (B) Established pursuant to any collocation type defined in any SBC Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
  - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 [Intentionally left blank]
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing SBC written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, SBC shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.8 SBC may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Nevada with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon SBC's written notice that an audit will be performed for Nevada, subject to Section 6.3.8.4 of this Section.
- 6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC and copy to

the Nevada Commission, identifying examples of particular circuits for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall also include all supporting documentation upon which SBC establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC seek to commence an audit.

- 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding CLEC’s compliance with the qualifying service eligibility criteria. The independent auditor’s report will conclude whether CLEC complied in all material respects with this Section 6.
- 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.
- 6.3.8.4 SBC shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the auditor’s report concludes that CLEC failed to comply in all material respects with the eligibility criteria, CLEC must true-up any difference in payments paid to SBC and the rates and charges CLEC would have owed SBC 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), but no earlier than the date on which this Attachment is effective. CLEC shall submit orders to SBC to either convert all noncompliant circuits to the equivalent or substantially similar wholesale service or disconnect non-compliant circuits. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor’s report and CLEC shall begin paying the trued-up and correct rates and charges for each converted circuit beginning with the next billing cycle following SBC’s acceptance of such order, unless CLEC disputes the auditor’s finding and initiates a proceeding at the Nevada Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. However CLEC shall pay the disputed amount to SBC, pending resolution. With respect to any noncompliant circuit for which CLEC fails to submit a conversion or disconnect order or dispute the auditor’s finding within such 30-day time period, SBC may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC’s customer’s service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis in addition to paying trued-up and correct rates and charges, as provided by this section. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the Service Eligibility Requirements conditions set forth in this Section 6 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if CLEC disputes the auditor’s finding and initiates a proceeding at the Nevada Commission and if the Commission upholds the auditor’s finding, the CLEC disputes for paid amounts will be cancelled.
- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to

be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse SBC for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse SBC in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.

- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, SBC must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years.
- 6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.
- 6.3.8.9 [Intentionally left blank.]

#### 6.4 Provisioning for EELs

- 6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to SBC from CLEC's collocation arrangement.
- 6.4.2 SBC will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1\_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.

#### 6.5 [Intentionally left blank]

- 6.6 Other than the service eligibility criteria set forth in this Section, SBC shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer.

## 7.0 Availability of HFPL for Purposes of Line Sharing

- 7.1 SBC shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL 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).
- 7.2 Grandfathered and New End-Users: SBC will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that SBC charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, SBC shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from SBC, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

## 8.0 Routine Network Modifications

### 8.1 Routine Network Modifications – UNE Local Loops

- 8.1.1 SBC shall make all routine network modifications to UNE Local Loop facilities used by requesting telecommunications carriers where the requested UNE Local Loop facility has already been constructed. SBC shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.1.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, 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; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals; or removing or reconfiguring packetized transmission facility. SBC is not obligated to perform the above stated those activities for a requesting telecommunications carrier.
- 8.1.4 [Intentionally left blank.]

8.1.5 [Intentionally left blank.]

8.1.6 SBC Nevada will impose only non-recurring charges for Routine Network Modifications and only in instances where costs relating to such Routine Network Modifications are not already recovered through existing, applicable recurring and non-recurring rates or charges. Charges for Routine Network Modifications shall include non-recurring direct time and material costs of each modification, plus overhead allocation consistent with that applicable to UNEs. Prior to beginning work on any Routine Network Modification, SBC Nevada shall notify CLEC, in writing, of the need for such a modification. If a Routine Network Modification is subject to additional charges, CLEC will be given the option of either canceling the order or requesting a price quote for the required Routine Network Modification. If CLEC requests a price quote, SBC Nevada will not proceed with the Routine Network Modification before receiving an affirmative written response from CLEC. Upon accepting the price quote, CLEC shall be required to pay for the Routine Network Modification, if the order is subsequently cancelled; provided, however, that no charges shall apply if CLEC cancels its order prior to SBC Nevada beginning such modification. ICB rates shall apply to Routine Network Modifications or until such specific rates are otherwise established for such Routine Network Modifications through applicable state commission proceedings.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

8.2.1 SBC shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by requesting telecommunications carriers where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. SBC shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that SBC regularly undertakes for its own customers. Routine network modifications include, but are not limited to, 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 and 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.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. SBC is not obligated to perform the above stated activities for a requesting telecommunications carrier. However, when a CLEC purchases Dark Fiber, SBC shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 [Intentionally left blank.]

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, SBC shall convert a wholesale service, or group of wholesale services, to the

equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, SBC will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. SBC agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, SBC agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.2.1 For UNE conversion orders for which SBC has either a) not developed a process or b) developed a process that falls out for manual handling, SBC will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC may charge service order charges and/or record change charges, as applicable.
- 10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, SBC shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. SBC may charge applicable service order charges or record change charges.
- 10.1.3 SBC will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, SBC shall accomplish such conversions in a manner to minimize an disruption detectable to the end user. Where necessary or appropriate, SBC and CLEC shall coordinate such conversions.
- 10.1.3.1 CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion and a record order is generated, the record order service charge will be the only applicable charge.
- 10.1.4 SBC shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

- 10.1.5 Except as provided in 10.1.2, in requesting a conversion of an SBC service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular SBC service sought to be converted.

## 11.0 FTTH Loops, FTTC Loops, and Retirement of Copper Loops

- 11.1 The following items shall apply to FTTH and FTTC Loops.

- 11.1.1 New Builds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where SBC has deployed such a Loop to premises that previously was not served by any SBC Loop.

- 11.1.2 Overbuilds. SBC shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when SBC has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) SBC shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless SBC retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If SBC maintains the existing copper Loop pursuant to this Section 11.1.2, SBC need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, SBC shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) If SBC retires the copper Loop pursuant to Section 11.1.3, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available.

- 11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, SBC must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and any applicable state requirements. If a CLEC is leasing a Copper Loop when SBC submits its notice pursuant to the foregoing sentence, SBC shall also (i) provide CLEC with a copy of such Short Term notice via an accessible letter and (ii) perform, upon CLEC request, a line station transfer ("LST") where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in SBC's Generic Interconnection Agreement.

- 11.1.4 SBC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, SBC's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict CLEC's ability to access all of the loop features, functions and capabilities, including DSL

capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, SBC will comply with 47 CFR 51.325 through 51.335, and any applicable state requirements.

## 11.2 Hybrid Loops Generally

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services SBC shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the SBC central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, SBC shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Feeder. SBC shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

## 12.0 Use of Unbundled Network Elements

12.1 Except as provided in Section 6.0 of this Attachment, SBC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or inter-exchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

## 13.0 [Intentionally left blank.]



# AT&T Wholesale Amendment

**AMENDMENT TO  
 INTERCONNECTION AGREEMENT  
 BY AND BETWEEN  
 NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE  
 AND  
 ESCHELON TELECOM OF NEVADA, INC. DBA INTEGRA TELECOM**

This Amendment modifies the Interconnection Agreement by and between Nevada Bell Telephone Company<sup>1</sup> d/b/a AT&T Nevada and AT&T Wholesale ("AT&T Nevada") and Eschelon Telecom of Nevada, Inc. dba Integra Telecom f/k/a Eschelon Telecom of Nevada, Inc. ("CLEC"). AT&T Nevada and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Nevada's service territory in the State of Nevada.

**WITNESSETH:**

**WHEREAS**, AT&T Nevada and CLEC are Parties to an Interconnection Agreement (the Agreement) under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved May 31, 2001 (the "Agreement"); and

**WHEREAS**, the Public Utilities Commission of Nevada ("PUCN") approved changes to the AT&T Nevada 2009 Performance Incentives Plan ("2009 PIP") in Docket No. 09-01029, and

**WHEREAS**, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement to implement the 2009 PIP by updating the existing provisions of the Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by replacing the existing remedy provisions of the underlying Agreement with the 2009 Performance Incentives Attachment Remedy Plan attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 2.
3. Scope of Amendment. This Amendment shall modify the Agreement only to the extent set forth expressly in paragraph 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law," "successor rates" and/or any similarly purposed provisions.
4. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

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<sup>1</sup> Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as AT&T Nevada and AT&T Wholesale ("AT&T Nevada").

5. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission; provided however, the new Attachment Remedy Plan shall be implemented as of the date this Amendment is fully executed.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

**Eschelon Telecom of Nevada, Inc. dba Integra  
Telecom**

**Nevada Bell Telephone Company d/b/a AT&T Nevada  
and AT&T Wholesale by AT&T Operations, Inc., its  
authorized agent**

By: J. Oxley

By: Eddie A. Reed, Jr.

Printed: J. Oxley

Printed: Eddie A. Reed, Jr.

Title: EVP General Counsel  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 8/21/09

Date: 8-24-09

**RESALE OCN# 7099**

**UNE OCN# 1774**

**ACNA AYD**

# ATTACHMENT REMEDY PLAN

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## ATTACHMENT REMEDY PLAN

### 1. INTRODUCTION

- 1.1 **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale. The Remedy Plan referenced herein, notwithstanding any provisions in any other attachment in this Agreement, is not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular remedy, or the language describing that remedy, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **AT&T NEVADA** is limited to providing any particular manner of access. The Parties' rights and obligations relating to such access are defined elsewhere, including the relevant laws, FCC and state Commission decisions/regulations, tariffs, guidebooks, and within this Interconnection Agreement.
- 1.2 **AT&T Nevada Remedy Plan** is the Plan approved by the Public Utilities Commission of Nevada in Docket No. 09-01029 on June 16, 2009 ("PUCN Order.") By including this Attachment in its Interconnection Agreement, CLEC elects to receive Remedy Payments pursuant to the PUCN Order.
- 1.3 Any future Commission-ordered additions, modifications and/or deletions to the AT&T Nevada Remedy Plan in a generic docket or rulemaking proceeding, to which no Party has objected, shall be automatically incorporated into this Interconnection Agreement by reference in the first full month following the effective date of the Commission's order, or as otherwise agreed by the Parties.
- 1.4 **AT&T NEVADA**'s agreement to implement this Remedy Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to AT&T Nevada's performance. **AT&T NEVADA** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **AT&T NEVADA** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **AT&T NEVADA**'s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Remedy Plan agrees that **AT&T NEVADA**'s performance with respect to this Plan, including the payment of remedies under this Plan, may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.5 Nothing herein shall be interpreted to be a waiver of **AT&T NEVADA**'s right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damage and remedy plan.

# AT&T Wholesale Amendment



**RETAIL AND/OR RESALE CATALOG AMENDMENT  
TO  
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE  
TELECOMMUNICATIONS SECTION OF 1996  
BETWEEN  
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA  
AND  
ESCHELON TELECOM OF NEVADA, INC.**

This is a Retail Tariff and Catalog Amendment (the "Amendment") to the Interconnection Agreement by and between Nevada Bell Telephone Company<sup>1</sup> d/b/a AT&T Nevada ("AT&T Nevada") and Eschelon Telecom of Nevada, Inc. ("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**, In accordance with Assembly Bill 518 which was put into law May 31, 2007, AT&T Nevada on October 1, 2007 superseded a portion of its terms, conditions and pricing for its products and services currently contained within its tariffs and catalogs, to the AT&T Nevada Guidebook ("Guidebook") as appropriate.

**WHEREAS**, The Parties need to amend their current Agreement to reflect the above-referenced changes.

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

**1. INTRODUCTION**

- 1.1 The Recitals hereon are incorporated into this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
  - 2.1.1 All references in the Agreement, if any, to retail tariff and/or catalog, or the like, shall be deemed to include the Guidebook.
  - 2.1.2 Upon the Effective Date of this Amendment, all references or links to retail tariff and/or catalog shall automatically incorporate herein the rates, terms and conditions (or otherwise) contained in the Guidebook, as applicable. The Guidebook is currently available for viewing at <http://www.att.com/gen/public-affairs?pid=9702#section1>. If the website address changes, AT&T Nevada shall notify CLEC.

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<sup>1</sup> Nevada Bell Telephone Company (previously referred to as "Nevada Bell" or "SBC Nevada") now conducts business under the name "AT&T Nevada".

2.1.2.1 To the extent any reference or link to retail tariff and/or catalog in the Agreement results in the automatic incorporation herein of the rates, terms and conditions (or otherwise) contained in the Guidebook, as applicable, any changes to the rates, terms and conditions of the Guidebook are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.1.3 All references in the Agreement (including, without limitation, all appendices and attachments thereto) to AT&T Nevada's Retail and/or Catalog will be removed and will no longer be considered incorporated or made a part of this Agreement effective October 1, 2007.

2.1.4 When CLEC's End User(s) subscribes to AT&T Nevada's resold services, non-recurring and recurring charges for the service shall apply at the rates set forth in retail tariff and/or Guidebook minus the applicable Nevada state avoided cost discount. AT&T Nevada's resold telecommunication services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

### **3. AMENDMENT EFFECTIVE DATE**

3.1 This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission (either in individual CLEC proceedings or in a single proceeding that seeks approval of the amendments of several CLECs through a joint petition for approval).

### **4. TERM OF AMENDMENT**

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

### **5. RESERVATIONS OF RIGHTS**

5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

### **6. MISCELLANEOUS**

6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

6.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

Eschelon Telecom of Nevada, Inc.

Nevada Bell Telephone Company d/b/a AT&T Nevada  
by AT&T Operations, Inc., its authorized agent

By: J. O'Leary

By: E. Reed

Printed: Jeffrey O'Leary

Printed: Eddie A. Reed, Jr.

Title: ENP General Counsel  
(Print or Type)

Title: Director – Interconnection Agreements

Date: 7/10/09

Date: 7.21.09

UNE OCN# 1774  
RESALE OCN# 7099  
ACNA AYD

# AT&T Wholesale Amendment

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996  
BETWEEN  
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA  
AND  
ESCHELON TELECOM OF NEVADA, INC.**

The Interconnection Agreement dated January 16, 2001 by and between Nevada Bell Telephone Company d/b/a AT&T Nevada ("AT&T")<sup>1</sup> and Eschelon Telecom of Nevada, Inc. ("Eschelon") ("Agreement") effective in the State of Nevada is hereby amended as follows:

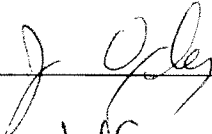
1. Section 2 Term of Agreement; Transitional Support of the General Terms and Conditions is amended by adding the following section:
  - 2.1.1 Notwithstanding anything to the contrary in this Section 20, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on January 8, 2008 until January 8, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Eschelon, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission.

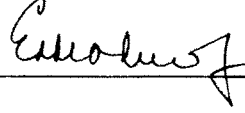
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<sup>1</sup> Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada".

**Eschelon Telecom of Nevada, Inc.**

**Nevada Bell Telephone Company d/b/a AT&T Nevada  
by AT&T Operations, Inc., its authorized agent**

By:   
Name: Jeffery Oxley  
(Print or Type)

By:   
Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: VP General Counsel  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 4/6/09

Date: 4-9-09

**Resale OCN # 7099**

**UNE OCN # 1774**

**ACNA: AYD**

# AT&T Wholesale Amendment

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA  
AND  
ESCHELON TELECOM OF NEVADA, INC**

Nevada Bell Telephone Company d/b/a AT&T Nevada as the Incumbent Local Exchange Carrier in Nevada, (hereinafter, "ILEC") and Eschelon Telecom of Nevada, Inc as a CLEC in Nevada, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in Nevada ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic ("Amendment"). CLEC is also referred to as a "LEC."

1.0 Scope of Amendment

1.1 This Amendment is intended to supersede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic when such Traffic is not presently in balance, as defined in Section 3.6.1.1, Attachment 18; Interconnection, of the underlying interconnection Agreement, and therefore is not presently subject to a bill and keep arrangement pursuant to Section 3.6.1 of that Attachment.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions for ISP-bound Traffic exchanged between the Parties are only applicable to the extent that local traffic volumes are not in balance according to the terms of the underlying Interconnection Agreement. Further, ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 3.1 of this Amendment.

2.2 Compensation Rate Schedule

2.2.1 The rates, terms, and conditions in this section apply only to the termination of ISP-bound Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.3.

2.2.2 Subject to Section 2.1 of this Amendment, the Parties agree to compensate each other for the transport and termination for ISP-bound Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-Bound Traffic Rebuttable Presumption

2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either Party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic and the rates set forth in Section 2.2.2 for ISP-Bound Traffic. Following a Commission finding that a Party has successfully



rebutted the presumption, a true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

### 3.0 Miscellaneous

- 3.1 This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission.
- 3.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 3.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3.4 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remand thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

**Eschelon Telecom of Nevada, Inc.**

**Nevada Bell Telephone Company d/b/a AT&T Nevada  
by AT&T Operations Inc., its authorized agent**

Signature: Jeffery Oxley

Signature: Eddie A. Reed, Jr.

Name: Jeffery Oxley  
(Print or Type)

Name: Eddie A. Reed, Jr.  
(Print or Type)

Title: VP, General Counsel  
(Print or Type)

Title: Director-Interconnection Agreements

Date: 4/6/09

Date: 4-9-09

**Resale OCN # 7099**

**UNE OCN # 1774**

**ACNA AYD**

# AT&T Wholesale Amendment

**AMENDMENT**

**BETWEEN**

**NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND  
AT&T WHOLESALE**

**AND**

**ESCHELON TELECOM OF NEVADA, INC.**



Signature: eSigned - Douglas K. Denney

Signature: eSigned - William A. Bockelman

Name: eSigned - Douglas K. Denney  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: Vice President Cost and Policy  
(Print or Type)

Title: Director  
(Print or Type)

Date: 10 Jun 2016

Date: 07 Jul 2016

Eschelon Telecom of Nevada, Inc.

Nevada Bell Telephone Company d/b/a AT&T  
NEVADA and AT&T Wholesale by AT&T Services,  
Inc., its authorized agent

State	Resale OCN	ULEC OCN
NEVADA	7099	1774

Description	ACNA Code(s)
ACNA(s)	AYD

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
ESCHELON TELECOM OF NEVADA, INC.  
AND**

**NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE**

This amendment ("Amendment") amends the Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale ("AT&T") and Eschelon Telecom of Nevada, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated January 16, 2001 and as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

**WHEREAS**, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

**WHEREAS**, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c)* from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
  - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
  - 3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
4. **Forbearance**
  - 4.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.
5. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
  - 9.1. For Nevada: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

Pricing Sheet  
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131 (Effective Through 6/30/17)		GOC00		\$ 0.0007			MOU
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131 (Effective 7/01/17)		GOC00		\$0.00			MOU