

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

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan"), and Infotelecom, LLC ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt the Interconnection Agreement by and between AT&T Michigan and Level 3 Communications LLC for the State of Michigan, which was approved by the Michigan Public Service Commission ("the Commission") under Section 252(e) of the Act on February 24, 2005 in docket number U-14152, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Michigan hereby agree as follows:

1.0 Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the Separate Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, this MFN Agreement shall expire on December 31, 2006.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Andre Temnorod CEO
STREET ADDRESS	1228 Euclid Ave., Suite 390
CITY, STATE, ZIP CODE	Cleveland, OH 44115
FACSIMILE NUMBER	216-373-4699

- 2.4 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to AT&T Michigan under this MFN Agreement at the following address:

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

3.0 Clarifications

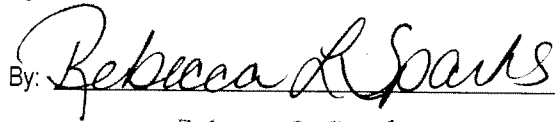
- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Michigan's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

IN WITNESS WHEREOF, the Parties hereto have caused this MFN Agreement to be executed as of this
26 day of September, 2007.

Infotelecom, LLC

By: 
Printed: Alex Donnath
Title: VP of Local Network Operations
(Print or Type)
Date: 09/10/2007

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Operations, Inc., its authorized
agent

By: 
Printed: Rebecca L. Sparks
Title: **EXECUTIVE DIRECTOR - REGULATORY**
(Print or Type)
Date: 9-26-07

Resale AECN # 847E

UNE AECN # _____

FACILITIES BASED AECN # 918D

ACNA IFX

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

by and among

**ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY D/B/A SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A SBC
CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A SBC ARKANSAS,
SBC KANSAS, SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS,
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN**

and

LEVEL 3 COMMUNICATIONS, LLC

TABLE OF CONTENTS

Page

1.	DEFINITIONS.....	2
2.	INTERPRETATION, CONSTRUCTION AND SEVERABILITY	2
3.	NOTICE OF CHANGES -- SECTION 251(C)(5)	8
4.	GENERAL RESPONSIBILITIES OF THE PARTIES.....	8
5.	EFFECTIVE DATE, TERM, AND TERMINATION	12
6.	FRAUD.....	14
7.	ASSURANCE OF PAYMENT	16
8.	BILLING AND PAYMENT OF CHARGES.....	19
9.	NONPAYMENT AND PROCEDURES FOR DISCONNECTION.....	27
10.	DISPUTE RESOLUTION	33
11.	AUDITS – APPLICABLE IN SBC-12STATE ONLY	34
12.	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	37
13.	LIMITATION OF LIABILITY	37
14.	INDEMNITY	39
15.	REMEDIES.....	45
16.	INTELLECTUAL PROPERTY	45
17.	NOTICES.....	46
18.	PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS	48
19.	NO LICENSE	48
20.	CONFIDENTIALITY.....	49
21.	INTERVENING LAW	54
22.	GOVERNING LAW.....	55
23.	REGULATORY APPROVAL	56

TABLE OF CONTENTS

	<u>Page</u>
24. CHANGES IN END-USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION.....	56
25. COMPLIANCE AND CERTIFICATION.....	57
26. LAW ENFORCEMENT.....	58
27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR.....	59
28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY.....	60
29. ASSIGNMENT.....	60
30. DELEGATION TO AFFILIATE	60
31. SUBCONTRACTING	61
32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	61
33. FORCE MAJEURE	63
34. TAXES.....	64
35. NON-WAIVER.....	66
36. NETWORK MAINTENANCE AND MANAGEMENT.....	66
37. SIGNALING.....	67
38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES.....	68
39. CUSTOMER INQUIRIES.....	68
40. EXPENSES.....	69
41. CONFLICT OF INTEREST	69
42. SURVIVAL	69
43. SCOPE OF AGREEMENT	69
44. AMENDMENTS AND MODIFICATIONS	70
45. INTENTIONALLY LEFT BLANK.....	70
46. AUTHORITY	70

TABLE OF CONTENTS

	<u>Page</u>
47. COUNTERPARTS	71
48. ENTIRE AGREEMENT.....	71
49. MOST FAVORED NATIONS PURSUANT TO SECTION 252(I).....	72

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between one or more of the SBC Communications Inc. owned ILEC's **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut** and **Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma** and/or **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin**, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, **Level 3 Communications, LLC ("LEVEL 3")**, (a Delaware corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

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

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

WHEREAS, for purposes of this Agreement, **LEVEL 3** intends to operate where **Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut** and **Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma** and/or **SBC Texas**, and **Wisconsin Bell, Inc. d/b/a SBC Wisconsin** are the incumbent Local Exchange Carrier(s) and **LEVEL 3**, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified in the General Terms and Conditions Definitions Appendix, and/or as defined elsewhere in this Agreement.

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to Section 21, to the extent not inconsistent with this Agreement, whenever any provision of this Agreement refers to a technical reference, technical publication, **LEVEL 3** Practice, **SBC-13STATE** Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a “**Referenced Instrument**”), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

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

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff. Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. Subject to Section 2.11.2 regarding changes in rates, if any provision of this Agreement and an

applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail.

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

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In **SBC CONNECTICUT** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC ordered tariffs covering the services that are the subject of this Agreement with **SBC CONNECTICUT**, such DPUC ordered tariffs will prevail. The Parties reserve their rights to dispute the issues addressed in this provision before the Connecticut DPUC.

2.7 Joint Work Product

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

2.8 Severability

- 2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced

to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from

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

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

2.11 State-Specific Rates, Terms and Conditions

- 2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state. To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.
- 2.11.2 Successor Rates. Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that the Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if

so expressly ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

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

2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to **LEVEL 3** of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "**ILEC Assets**").

2.13 This Agreement is intended as a successor to the Interconnection Agreement between the same parties that became effective:

on July 20, 2001 in the state of Arkansas,
on August 4, 2001 in the state of Connecticut,
on November 24, 2001 in the state of Indiana,
on August 24, 2001 in the state of Ohio,
on December 1, 2001 in the state of Oklahoma,
on August 18, 2001 in the state of Wisconsin,
on November 30, 2001 in the state of Kansas,
on December 1, 2001 in the state of Missouri,
on December 30, 2001 in the state of Nevada,
on June 3, 2001 in the state of California,
on March 31, 2001 in the state of Illinois,
on April 16, 2001 in the state of Texas
and on February 15, 2001 in the state of Michigan.

Any provision of this Agreement that requires or permits a Party to take certain actions (such as submitting service orders, installing facilities, or providing information) shall not be interpreted as requiring either Party to repeat actions that were already taken under the previous agreement, unless the requirements of this Agreement are inconsistent with the arrangements previously in place

between the Parties; provided, however, that for the avoidance of any doubt, the foregoing shall not apply to (a) any new services, facilities, or Network Elements for which **LEVEL 3** submits an order, request, or application after the Effective Date, (b) nor to any pending (but not yet provisioned) services, facilities, or Network Elements for which **LEVEL 3** submits an order, request, or application after the Effective Date of this Agreement to modify or add to the pending (i.e., submitted by **LEVEL 3** prior to the Effective Date of this Agreement, but not yet fulfilled) order, request, or application, (c) nor to any existing services, facilities, or Network Elements for which **LEVEL 3** submits an order, request, or application after the Effective Date of this Agreement to modify the same. Rather, in the case of subsections (a), (b), and (c) directly above, any orders, requests, applications submitted by **LEVEL 3** after the Effective Date of this Agreement shall be governed by the rates, terms, and conditions of this Agreement. Whenever possible, services provided under the previous agreement shall be continued without interruption under the rates, terms, and conditions of this Agreement. Nothing in this Agreement is intended to extinguish any obligation of either Party to pay for services provided under the previous agreement but not yet billed or paid for, or any other obligation arising under the previous agreement that, by the terms of that agreement or by the nature of the obligation, survives the termination of that agreement.

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

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "**Network Disclosure Rules**").

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 **SBC-12STATE** and **LEVEL 3** shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and

compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 4.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End-Users in their respective designated service areas.
- 4.4 Each Party is solely responsible for all products and services it provides to its End-Users and to other Telecommunications Carriers.
- 4.5 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End-User records in a LIDB.
 - 4.5.1 **SBC CALIFORNIA** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End-User records in **SBC CALIFORNIA**'s LIDB.
 - 4.5.2 **SBC NEVADA** does not have a line information database and/or Calling Name database. Line information database services can be purchased from **SBC CALIFORNIA**.
- 4.6 At all times during the Term, each Party shall keep and maintain in force at each Party's expense all insurance required by Applicable Law (e.g. workers' compensation insurance) as well as general liability insurance in the amount of (at least) \$10,000,000 for personal injury or death to any one person, property damage resulting from any one incident, and automobile liability with coverage for bodily injury and for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance). This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.7 Upon **LEVEL 3** signature of this Agreement, **LEVEL 3** shall provide **SBC-13STATE** with **LEVEL 3**'s state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.8 In the event that either Party makes a corporate name change (including addition or deletion of d/b/a) that Party (the "Changing Party") shall incur no charges for non-Changing Party making changes to Changing Party's billing accounts or

changes to OSS programs that automatically populate such name on Changing Party service orders. Changing Party shall be responsible for any charges associated with changes made to any OS/DA branding, recorded announcements, or any required restencilling on any collocation arrangements. Charges for changes to any OS/DA branding or recorded messages will be rated pursuant to the branding language included in this agreement. Charges associated with any restencilling on any collocation arrangements will be rated on an Individual Case Basis.

- 4.9 Should either party assign this Agreement and all assets ordered and provisioned out of this Agreement, pursuant to the assignment language provided in this Agreement, and such assignment results in a change to **LEVEL 3**'s ACNA or OCN, such party shall be responsible for all charges associated with service orders required to change the ACNA or OCN on each End-User account or each circuit. Service order charges will be rated pursuant to the Pricing Schedule in this agreement. Charges associated with any restencilling or reengineering of any collocation arrangements will be rated on an Individual Case Basis. In addition, assignee of this Agreement shall be responsible for all charges for services ordered and/or provisioned out of this Agreement, whether billed or unbilled as of the date of such approved assignment.
- 4.10 In the event either party makes or accepts a transfer or assignment of assets including End-User accounts (resale or UNE-P), UNE loops, interconnection trunks or facilities (including leased facilities), or collocation arrangements, which were ordered and provisioned out of this Agreement, such party shall submit all required service orders to effectuate such transfer. Service order charges will be rated pursuant to the Pricing Schedule of this Agreement. Any charges associated with any restencilling or reengineering of any collocation arrangements will be rated on an Individual Case Basis. The assigning party will continue to be billed for such assets until appropriate service orders have been issued by acquiring party to transfer assets to acquiring party's billing accounts.
- 4.11 Notwithstanding the above, **SBC-13STATE** and **LEVEL 3** will make every effort to comply with guidelines established by Industry Agencies such as Telcordia and NECA as they relate to the assignment of ACNAs and OCNs to ensure accurate billing and routing of services and calls
- 4.12 When a End-User changes its service provider from **SBC-13STATE** to **LEVEL 3** or from **LEVEL 3** to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End-User shall furnish a referral announcement ("Referral Announcement") on the original telephone number that specifies the End-User's new telephone number.

4.12.1 The following pertains to **SBC ILLINOIS**, **SBC WISCONSIN** and **SBC CALIFORNIA** only:

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

4.12.2 The following applies to **SBC INDIANA** only:

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

4.12.3 The following applies to **SBC MICHIGAN** only:

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

4.12.4 The following applies to **SBC OHIO** only:

4.12.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End-Users change their telephone numbers, such Party shall provide the same level of service to End-Users of the other Party.

- 4.13 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.14 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 This Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on December 31, 2006. Absent the receipt by one Party of written notice from the other Party at least within one hundred and eighty (180) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, **LEVEL 3** shall have ten (10) days to provide **SBC-13STATE** written confirmation if **LEVEL 3** wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. **LEVEL 3** shall identify the action to be taken on each applicable (13) state(s). If **LEVEL 3** wishes to pursue a successor agreement with **SBC-13STATE**, **LEVEL 3** shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of **LEVEL 3**'s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date of termination of this Agreement pursuant to Sections 5.2 and 5.4.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), **LEVEL 3** withdraws its Section 252(a)(1) request, **LEVEL 3** must include in its notice of withdrawal a

request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that LEVEL 3 does not wish to pursue a successor agreement with SBC-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date LEVEL 3 provides notice of withdrawal of its Section 252(a)(1) request. On the ninety-first (91) day following SBC-13STATE's receipt of LEVEL 3's notice of withdrawal of its Section 252(a)(1) request, unless LEVEL 3 provided SBC-13STATE notice of a Section 252(i) adoption in the interim, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

- 5.9 If LEVEL 3 does not affirmatively state that it wishes to pursue a successor agreement with SBC-13STATE in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of SBC-13STATE's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date LEVEL 3 provided or received notice of expiration or termination. On the ninety-first (91) day following LEVEL 3 provided or received notice of expiration or termination, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, SBC-13STATE and LEVEL 3 shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that LEVEL 3 shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End-Users have been transitioned to a new LEC by the expiration date, termination date of this Agreement.

6. FRAUD

- 6.1 SBC-13STATE shall not be liable to LEVEL 3 for any fraud associated with LEVEL 3's End-User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). LEVEL 3 shall not be liable to SBC-13STATE for any fraud associated with SBC-13STATE's End-User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End-Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-

effective and implemented so as not to unduly burden or harm one Party as compared to the other.

- 6.3 In cases of suspected fraudulent activity by an End-User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End-User's permission to obtain such information.
- 6.4 **SBC MIDWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE, SBC CALIFORNIA, SBC CONNECTICUT** will provide notification messages to **LEVEL 3** on suspected occurrences of ABS-related fraud on **LEVEL 3** accounts stored in the applicable LIDB. **SBC CALIFORNIA** will provide such alert messages by e-mail. **SBC MIDWEST REGION 5-STATE, SBC SOUTHWEST REGION 5-STATE and SBC CONNECTICUT** will provide via fax.
- 6.4.1 **SBC SOUTHWEST REGION 5-STATE (on behalf of itself and SBC CONNECTICUT)** and **SBC CALIFORNIA** will use a fraud monitoring system to determine suspected occurrences of ABS-related fraud for **LEVEL 3** using the same criteria **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** use to monitor fraud on their respective accounts.
- 6.4.2 **LEVEL 3** understands that fraud monitoring alerts only identify potential occurrences of fraud. **LEVEL 3** understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. **LEVEL 3** understands and agrees that it will also need to determine what, if any, action **LEVEL 3** should take as a result of a fraud monitoring alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of fraud monitoring alert notification information twenty-four (24) hours per day seven (7) days per week.
- 6.4.4 For each alert notification provided to **LEVEL 3**, **LEVEL 3** may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. **LEVEL 3** may request up to three (3) reports per alert.
- 6.5 In **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** ABS-related alerts are provided to **LEVEL 3** at no additional charge, except as related in 6.5.1 below.

6.5.1 In **SBC CALIFORNIA**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, **LEVEL 3** agrees to pay a recurring usage rate as outlined in Appendix Pricing.6.6 Traffic Alert Referral Service (“TARS”) 1+ Intra-LATA Toll Fraud Monitoring

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

6.5.3 TARS is offered in **SBC CALIFORNIA** only.

7. ASSURANCE OF PAYMENT

7.1 Upon request by **SBC-13STATE**, in accordance with this provision, **LEVEL 3** will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.

7.2 Assurance of payment may be requested by **SBC-12STATE** if:

7.2.1 at the Effective Date **LEVEL 3** had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for undisputed charges and/or appropriate escrow payments pursuant to Section 8 for disputed charges incurred by **LEVEL 3** or

7.2.2 at any time on or after the Effective Date, there has been an impairment of the established credit, financial health, or credit worthiness of **LEVEL 3** as compared to its status on August 1, 2004. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about **LEVEL 3** that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or

7.2.3 **LEVEL 3** fails to timely pay a bill rendered to **LEVEL 3** by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which **LEVEL 3** has complied with all requirements set forth in Section 9.3) or

7.2.4 to the extent consistent with applicable law, **LEVEL 3** admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an

assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at **LEVEL 3**'s option, consist of:
- 7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or
 - 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").
 - 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement. Where **LEVEL 3** has actual billings from **SBC-12STATE** for such functions, facilities, products or services under this Agreement for the three (3) months prior to **SBC-12STATE**'s request for a deposit, the actual amount of those billings shall be used as the deposit amount.
 - 7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for **LEVEL 3's** initial market entry; provided, however, that after three (3) months of operation, **SBC SOUTHWEST REGION 5-STATE** may request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to **LEVEL 3**, which shall be determined when possible by reference to actual billings from **SBC SOUTHWEST REGION 5-STATE** to **LEVEL 3** for functions, facilities, products or services provided under this Agreement for the two (2) months prior to **SBC SOUTHWEST REGION 5-STATE**'s request.

- 7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC SOUTHWEST REGION 5-STATE** will not request assurance of payment of charges reasonably anticipated by **SBC SOUTHWEST REGION 5-STATE** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to **LEVEL 3**.
- 7.4 To the extent that **LEVEL 3** elects to provide a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest at the rate established by the respective state commission. Interest will accrue on a Cash Deposit from the day after it is received by **SBC-12STATE** through the day immediately prior to the date the Cash Deposit is credited to **LEVEL 3**'s bill(s) or returned to **LEVEL 3**. **SBC-12STATE** will not pay interest on a Letter of Credit.
- 7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 7.6.1 **LEVEL 3** owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 7.6.2 to the extent consistent with applicable law, **LEVEL 3** admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 7.6.3 the expiration or termination of this Agreement, should **LEVEL 3** have undisputed unpaid charges that are due and remain open thirty (30) calendar days following the expiration or termination date.
- 7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, **LEVEL 3** will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3, but only to the extent of the amount previously drawn by **SBC-12STATE**.
- 7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this

Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as **LEVEL 3** has furnished **SBC-12STATE** with the assurance of payment requested; provided, however that **SBC-12STATE** will permit **LEVEL 3** a minimum of 10 (ten) Business Days to respond to a request for assurance of payment before invoking this Section.

7.8.1 If **LEVEL 3** fails to furnish the requested adequate assurance of payment on or before the date set forth in the request **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.

7.9 The fact that a Cash Deposit or Letter of Credit is requested by **SBC-12STATE** shall in no way relieve **LEVEL 3** from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.

7.10 For adequate assurance of payment of amounts due (or to become due) to **SBC CONNECTICUT**, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

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

8.1.1 Remittance in full of all bills rendered by **SBC MIDWEST REGION 5-STATE**, **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.

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

8.1.3 Remittance in full of all bills rendered by **SBC CONNECTICUT** is due in accordance with the terms set forth in the Connecticut Access Service

Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**”.

- 8.1.4 Remittance in full of all bills rendered by LEVEL 3 is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
- 8.1.5 If LEVEL 3 or SBC-12STATE fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from LEVEL 3 or SBC-12STATE after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the billing Party as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to SBC SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to SBC SOUTHWEST REGION 5-STATE's retail End-Users that are business End-

Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS will be governed by the **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End-Users that are business End-Users in that state.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC MIDWEST REGION 5-STATE** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1-½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **LEVEL 3** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3. ACH Transfers

8.3.1 **LEVEL 3** and **SBC-12STATE** shall make all payments to the other Party (“Billed Party”) via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **LEVEL 3** or **SBC-12STATE**, as the case may be, or through other mutually agreeable means. Remittance information will be communicated together with the funds transfer via the ACH network. The Billed Party must use the CCD+ or the CTX transaction set. **LEVEL 3** and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **LEVEL 3** or **SBC-12STATE**, as the case may be, no later than the Bill Due Date of each bill or Late Payment Charges will apply. **LEVEL 3** or **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by the Billed

Party or Third Parties, including the Billed Party's financial institution. The Billed Party is responsible for its own banking fees. Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party's failure to use electronic funds credit transfers through the ACH network.

8.3.2 **LEVEL 3** must make all payments to **SBC CONNECTICUT** in "immediately available funds." All payments to **SBC CONNECTICUT** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC CONNECTICUT**. If **LEVEL 3** makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If **LEVEL 3** makes payment through funds transfer via the ACH network, **LEVEL 3** must use the CCD+ or the CTX transaction set. **LEVEL 3** and **SBC CONNECTICUT** Regulations. Each payment must be received by **SBC CONNECTICUT** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC CONNECTICUT** is not liable for any delays in receipt of funds or errors in entries caused by **LEVEL 3** or Third Parties, including **LEVEL 3**'s financial institution. **LEVEL 3** is responsible for its own banking fees. Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. The Billed Party is responsible for any Late Payment Charges resulting from the Billed Party's failure to use electronic funds credit transfers through the ACH network.

8.4 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide good faith dispute between the Parties, the Party billed (the "**Non-Paying Party**") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and within thirty (30) calendar days the non-paying party will provide in writing the specific details and reasons for disputing each item. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

- 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
 - 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 All charges associated with opening and maintaining the escrow account will be borne by the Non-Paying Party;
 - 8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
 - 8.4.4.4 All interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 Disbursements from the escrow account shall be limited to those:
 - 8.4.4.5.1 authorized in writing by both the Non-Paying Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or
- 8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.5. Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.6 The Non-Paying Party shall not be required to place Disputed Amounts in escrow, as required by Section 8.4, above, if: (i) the Non-Paying Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the

date it notifies the Billing Party of its billing dispute); and (ii) the Non-Paying Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor or, if the bill containing the disputed charges is not the first bill for a particular service to the Non-Paying Party, the Non-Paying Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

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

8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

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

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

8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.

- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.2 and Section 8.7.1.3 are completed within the times specified therein.

8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be

grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.

- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.

8.9.1 Each additional copy of any bill provided for billing from **SBC SOUTHWEST REGION 5-STATE**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

8.9.2 Bills provided to **LEVEL 3** from **SBC SOUTHWEST REGION 5-STATE**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

8.10 Exchange of Billing Message Information

8.10.1 **SBC-13STATE** will provide **LEVEL 3** a specific Daily Usage File (“DUF” or “Usage Extract”) for Resale Services and Network Element usage sensitive services provided hereunder (“Customer Usage Data”). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each **SBC-13STATE** owned **LEVEL 3**. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End-Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable **LEVEL 3** to bill its End-Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC MIDWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, **SBC CONNECTICUT**, and **SBC SOUTHWEST REGION 5-STATE** will be included in implementation requirements documentation.

8.10.2 To establish file transmission for the Daily Usage File, **LEVEL 3** must provide a separate written request for each state to **SBC MIDWEST**

REGION 5-STATE, SBC CALIFORNIA, SBC NEVADA, SBC CONNECTICUT and **SBC SOUTHWEST REGION 5-STATE** no less than sixty (60) calendar days prior to the desired first transmission date for each file.

- 8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to **LEVEL 3** End-Users lines provided by **SBC-13STATE** through Resale or Network Elements will be forwarded to **LEVEL 3** as rated call detail on the DUF.
- 8.10.4 **SBC SOUTHWEST REGION 5-STATE** shall bill **LEVEL 3** for Usage Extract furnished by **SBC SOUTHWEST REGION 5-STATE** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End-Users, will be returned to the IXC and will not be passed through to **LEVEL 3**. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.
- 8.10.6 **SBC MIDWEST REGION 5-STATE, SBC NEVADA** and **SBC CALIFORNIA** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.
- 8.10.7 **LEVEL 3** shall be responsible for providing all billing information to each of its End-Users, regardless of the method used to provision the End-User's service.

8.11 Limitation on Back-billing and Credit Claims:

- 8.11.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have

appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

8.11.2 Back-billing and credit claims, as limited above, will apply to all Interconnection, Resale Services, Unbundled Network Elements, Collocation, facilities, functions, product and services purchased under this Agreement. Reciprocal Compensation is specifically excluded from this Section 8.11 and is addressed separately in the Intercarrier Compensation Appendix.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 If a Party is furnished Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.

9.2 Failure to pay undisputed charges shall be grounds for disconnection of services under this Agreement. If a Party fails to pay any undisputed charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges (“**Unpaid Charges**”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.

9.2.1 **SBC INDIANA** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.

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

- 9.2.3 **SBC MISSOURI** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.
- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed (“**Disputed Amounts**”) and the specific details listed in Section 10.1 of this Agreement, together with the reasons for its dispute; and
- 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
- 9.3.3 pay all Disputed Amounts into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and
- 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account. Subject to Section 8.4 preceding, until evidence that the full amount of the Disputed Charges has been deposited into an escrow account is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 10.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-12STATE**
- 9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party’s Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a)

through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or

9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:

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

9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 **SBC MIDWEST REGION 5-STATE ONLY**

9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,

9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

9.6.1.2 discontinue providing Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1

- 9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **SBC INDIANA** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.
- 9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End-Users in the event of discontinuance of service.
- 9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE** only

- 9.7.1 Any demand provided by **SBC-7STATE** to **LEVEL 3** under Section 9.5.1 will further specify that upon disconnection of **LEVEL 3**, **SBC-7STATE** will cause **LEVEL 3**'s End-Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.
 - 9.7.1.1 A copy of the demand provided to **LEVEL 3** under Section 9.7.1 will be provided to the Commission
- 9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
 - 9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 9.7.2.2 disconnect Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement after notice to Non-Paying Party set forth in Section 9.5.1.
 - 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SBC KANSAS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.7.3 On the same date that Resale Services to **LEVEL 3** are disconnected, **SBC-7STATE** will transfer **LEVEL 3**'s End-Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End-Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through **LEVEL 3** immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End-Users.

9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End-Users to **SBC MISSOURI** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End-Users transferred through this process.

9.7.3.3 Conversion charges and service establishment charges for transferring Resale End-Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to **LEVEL 3**.

9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End-Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to **LEVEL 3** or **LEVEL 3**'s End-Users in the event of disconnection of service to **LEVEL 3** and the transfer of any Resale End-Users to **SBC-7STATE** local service in connection with such disconnection.

9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End-User that because of **LEVEL 3**'s failure to pay **SBC-7STATE**, the End-User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End-User that the End-User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.

9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End-Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.

9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End-Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.

9.7.5 The transferred Resale End-User shall be responsible for any and all charges incurred during the selection period other than those billed to **LEVEL 3** under Section 9.7.3.3.

9.7.6 If any Resale End-User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End-User's service.

9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End-Users whose local service was terminated pursuant to Section 9.7.5.

9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End-User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End-Users under Applicable Law; provided, however,

9.7.6.2.1 in **SBC CALIFORNIA** only, following expiration of the selection period and disconnection of such transferred Resale End-Users, where facilities permit, **SBC CALIFORNIA** will furnish transferred and subsequently disconnected local residential End-Users with "quick dial tone."

9.8 **SBC CONNECTICUT** only

9.8.1 For nonpayment and procedures for disconnection for **SBC CONNECTICUT**, see the applicable **DPUC** ordered tariff.

10. DISPUTE RESOLUTION

10.1 No claims, under this Agreement or its Appendices, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute. Under this Section 10.1, if any portion of an amount due to a Party (the "Billing Party" under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within forty five (45) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item.

LEVEL 3 will utilize the standard form provided by the appropriate LSC/LECC or CSC (in the case of claims relating to collocation) for submission of billing disputes. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

- 10.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within forty five (45) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.
- 10.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty five (45) days after the Parties' appointment of designated representatives pursuant to Section 10.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.
- 10.4 The Parties agree that all negotiations and documents exchanged during negotiations pursuant to this Section 10, if marked "Confidential" or "Proprietary", shall be treated as Confidential or Proprietary Information in accordance with Section 20.1.
- 10.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.
- 10.6 Dispute Resolution.
- 10.6.1 No claims shall be brought for disputes arising under this Agreement or its Appendices more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.
- 10.6.2 For disputes other than disputed amounts under this Agreement or its Appendices the Parties agree to appoint a designated representative as set forth in Section 10.2 and if unable to resolve the dispute, proceed as set forth in Section 10.3.

10.6.3 Nothing in sections 10.2 and 10.3 shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary.

11. AUDITS – Applicable in SBC-12STATE only

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

11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.

11.1.2 Such audit shall be conducted either by the Auditing Party’s employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor’s fees and expenses. If an independent auditor is to be

engaged, the Parties shall select an auditor by the thirtieth (30) day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

- 11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End-Users of Audited Party.
- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than eighteen (18) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC Parties involved), for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

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

11.2 Audits - **SBC CONNECTICUT** only

11.2.1 Except as provided in Appendix Compensation, **SBC CONNECTICUT** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SBC CONNECTICUT, LEVEL 3** and all other CLECs doing business with **SBC CONNECTICUT** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SBC CONNECTICUT's** billing and invoicing.

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

11.2.3 **SBC CONNECTICUT** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to **LEVEL 3** in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SBC CONNECTICUT** by **LEVEL 3**, the underpayment shall be reflected in **LEVEL 3's** invoice for the first full billing cycle after the audit report is issued. **SBC CONNECTICUT** will not be entitled to recover interest on any underbilling to **LEVEL 3** revealed by the audit for the time preceding the amount appearing on **LEVEL 3's** bill from **SBC CONNECTICUT**, however, **SBC CONNECTICUT** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and **LEVEL 3** shall pay interest for the number of days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SBC CONNECTICUT**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER **SBC-13STATE** NOR **LEVEL 3** ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or **LEVEL 3** has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End-Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End-User or Third Party

for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End-User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

- 13.4 Neither **LEVEL 3** nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End-User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.
- 13.5 **SBC-13STATE** shall not be liable for damages to a End-User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

- 13.6 **LEVEL 3** hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in **LEVEL 3**'s End-User listing information as provided by **LEVEL 3** to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in **LEVEL 3**'s End-User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 13.7 **SBC-13 STATE** shall not be liable to **LEVEL 3**, its End-User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **“Indemnifying Party”**) shall release, defend and indemnify the other Party (the **“Indemnified Party”**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (**“Fault”**) of such Indemnifying Party, its agents, its End-Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such

Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

- 14.3 In the case of any Loss alleged or claimed by a End-User of either Party, the Party whose End-User alleged or claimed such Loss (the **“Indemnifying Party”**) shall defend and indemnify the other Party (the **“Indemnified Party”**) against any and all such Claims or Losses by its End-User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 14.4 A Party (the **“Indemnifying Party”**) shall defend, indemnify and hold harmless the other Party (**“Indemnified Party”**) against any Claim or Loss arising from the Indemnifying Party’s use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:
- 14.4.1 any Claim or Loss arising from such Indemnifying Party’s use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s End-Users.
- 14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End-User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End-User in the course of using any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement.
- 14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an

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

14.4.1.2.1 any use by an Indemnified Party or its End-User of an Interconnection, Resale Service, Network Element, function, facility, product or service in combination with an Interconnection, Resale Service, Network Element, function, facility, product or service supplied by the Indemnified Party or Persons other than the Indemnifying Party; or

14.4.1.2.2 where an Indemnified Party or its End-User modifies or directs the Indemnifying Party to modify such Interconnection, Resale Services, Network Elements, functions, facilities, products or services; and

14.4.1.2.3 no infringement would have occurred without such combined use or modification.

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

14.5 **LEVEL 3** acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC13-STATE**'s Network Elements (including combining with **LEVEL 3**'s Network Elements) may be affected by Intellectual Property rights and contract rights of Third Parties absent **SBC-13STATE**'s pursuit of the requisite Intellectual Property and contract rights.

14.5.1 To the extent required by the FCC in *In the Matter of MCI for Declaratory Ruling*, CC Docket No. 96-98, FCC 00-139 (Rel. April 27, 2000), it is the obligation of **SBC-13STATE** to use best efforts to obtain any consents,

authorizations, or licenses to or for any Third Party Intellectual Property rights that may be necessary for **LEVEL 3**'s use of Interconnection, Network Elements, functions, facilities, products and services furnished under this Agreement. In particular, **SBC-13STATE** must exercise its best efforts to obtain co-extensive Third Party Intellectual Property rights needed for **LEVEL 3** to utilize network elements in the same manner as **SBC-13STATE** that are equal in quality to the Third Party Intellectual Property rights that **SBC-13STATE** obtains for itself. The costs of such Third Party Intellectual Property rights shall be considered with all other costs that go into determining the price of an unbundled network element.

- 14.5.2 Subject to **SBC TEXAS**' obligations under any Commission decisions and except as expressly stated in this Agreement, **SBC TEXAS** does not and shall not indemnify, defend or hold **LEVEL 3** harmless, nor be responsible for indemnifying or defending, or holding **LEVEL 3** harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to **LEVEL 3**'s Interconnection with **SBC TEXAS**' network and unbundling and/or combining **SBC TEXAS**' Network Elements (including combining with **LEVEL 3**'s Network Elements) or **LEVEL 3**'s use of other functions, facilities, products or services furnished under this Agreement.
- 14.6 Subject to **SBC TEXAS**' and **SBC ILLINOIS**' obligations under any Commission decision and except as expressly stated in this Agreement, **LEVEL 3** agrees to release, indemnify and hold **SBC TEXAS** and **SBC ILLINOIS** harmless from and against all Losses arising out of, caused by, or relating to any real or potential claim that **LEVEL 3**'s Interconnection with **SBC TEXAS**' or **SBC ILLINOIS**' network, or **LEVEL 3**'s use of **SBC TEXAS**' Network Elements beyond the uses **SBC TEXAS** or **SBC ILLINOIS** make of the Network Element, or unbundling and/or combining of **SBC TEXAS**' Network Elements (including combining with **LEVEL 3**'s Network Elements) in a manner not contemplated by **SBC TEXAS**' and **SBC ILLINOIS**' licenses, or **LEVEL 3**'s use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract. In no event shall **SBC TEXAS** be liable for any actual or Consequential Damages that **LEVEL 3** may suffer arising out of same.
- 14.7 **LEVEL 3** shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of **LEVEL 3**, its agents or

subcontractors or **LEVEL 3**'s End-User or resulting from **LEVEL 3**'s improper use of **SBC-13STATE**'s facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with **LEVEL 3** in prosecuting a claim against the person causing such damage. **LEVEL 3** shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

14.8 Indemnification Procedures

14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

14.8.3 Until such time as the Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not

be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

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

15. REMEDIES

- 15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

16. INTELLECTUAL PROPERTY

16.1 Intellectual Property - SBC-13STATE

16.1.1 In order for **LEVEL 3** to determine the extent to which **SBC-13STATE** is entitled to use a particular network element, **SBC-13-STATE** will provide to **LEVEL 3** a list of all vendors/licensors applicable to unbundled Network Element(s) (which vendors have provided **SBC-13STATE** a software license) within seven (7) days of **LEVEL 3**'s request for such a list. The list provided by **SBC-13-STATE** shall at a minimum detail the names of the specific third party vendors, the subject intellectual property, and the relevant contracts which govern **SBC-13-STATE**'s use of that intellectual property.

16.1.2 Any Intellectual Property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

16.1.3 **SBC-13STATE** will indemnify **LEVEL 3** for any claims of infringement arising from **LEVEL 3**'s use of Intellectual Property within the scope of any license agreement negotiated by **SBC-13STATE** for **LEVEL 3**. **LEVEL 3** will indemnify **SBC-13STATE** for any claims of infringement arising from **LEVEL 3**'s use of Intellectual Property beyond that which differs from **SBC-13STATE**'s use and was not within the scope contemplated by the license agreement negotiated by **SBC-13STATE** for **LEVEL 3** if such agreement is obtained.

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	<u>SBC-13STATE</u> CONTACT
NAME/TITLE	Director–Interconnection Services	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1025 Eldorado Boulevard	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Broomfield, CO 80021	Dallas, TX 75202-5398
TELEPHONE NUMBER	(720) 888-2620	214-464-1933
FACSIMILE NUMBER	(720) 888-5134	214-464-2006

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

17.2 **SBC-8STATE** communicates official information to **LEVEL 3** via its Accessible Letter notification process. This process covers a variety of subjects, including

updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

- 17.3 In the **SBC-8STATES, LEVEL 3** may elect in writing to receive Accessible Letter notification via electronic mail (“e-mail”) distribution, either in lieu of or in addition to United States Postal Service (postage prepaid) distribution. **LEVEL 3** acknowledges that United States Postal Service (postage prepaid) delivery will delay receipt of the information for a minimum of three (3) to five (5) days from the date the information is made available via e-mail. Accessible Letter notification via e-mail will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt.
- 17.4 In **SBC-8STATE, LEVEL 3** may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but **LEVEL 3** is limited to designating a maximum of four (4) recipients (in addition to the **LEVEL 3** contact designated in Section 17.1) for Accessible Letter notification via United States Postal Service (postage prepaid).
- 17.5 In **SBC-8STATE, LEVEL 3** shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable **SBC-8STATE**’s **LEVEL 3** Handbook website) to the individual specified on that form to designate in writing each individual (other than the **LEVEL 3** contact designated in Section 17.1) to whom **LEVEL 3** requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. **LEVEL 3** shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any **LEVEL 3** recipient of Accessible Letters (other than the **LEVEL 3** contact designated in Section 17.1). Any completed Notices / Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by **SBC-8STATE**.
- 17.6 **SBC SOUTHWEST REGION 5-STATE only:**
- 17.6.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to **LEVEL 3** for the submission of requests for Resale Services and Network Elements under this Agreement; **LEVEL 3** shall provide **SBC SOUTHWEST REGION 5-STATE** with a toll free facsimile number for notices from **SBC SOUTHWEST REGION 5-STATE** relating to requests for Resale Services and Network Elements under this Agreement.

17.7 **INTENTIONALLY LEFT BLANK.**

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if:

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to

the other Party (the “**Receiving Party**”) or its agent, employee, representative or Affiliate dealing with End-User-specific, facility-specific, or usage-specific information, other than End-User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

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

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

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

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

- (a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;
- (b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

- (c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and
- (d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

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

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

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

- 20.3.2 Is, or becomes, publicly known through no wrongful act of the Receiving Party; or
- 20.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 20.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

- 20.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.
- 20.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of

such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.

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

20.5 Notwithstanding any of the foregoing, **SBC-13STATE** and **LEVEL 3** shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to **SBC-13STATE**'s activities under the Act and need not provide prior written notice of such disclosure if the Party has obtained an appropriate order for protective relief that confidential treatment shall be accorded to such Proprietary Information.

20.6 **Return of Proprietary Information**

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

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

Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

- 20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.
- 20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.
- 20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) , which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Notwithstanding the foregoing, nothing in this Intervening/Change in

Law paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' First Amendment Superseding Certain Intercarrier Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under this Intervening/Change in Law paragraph with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment. Except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and incorporated rates, terms and conditions of the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement (except as otherwise provided in the Superseding Amendment).

22. GOVERNING LAW

- 22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma; Dallas, Texas and Milwaukee, Wisconsin.

23. REGULATORY APPROVAL

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

24. CHANGES IN END-USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End-User authorization prior to changing an End-User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End-User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

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

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

24.2 Applies to SBC CONNECTICUT only

24.2.1 The Parties agree that **LEVEL 3** will not submit a Local Exchange Carrier order for an End-User to the Local Service Provider currently serving that End-User without proper authorization from that End-User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in

its applicable rules and regulations. **SBC CONNECTICUT**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End-User authorizations.

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

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 **SBC-12 STATE** and **LEVEL 3** shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

- 26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End-User of the other Party, it shall refer such request to the Party that serves such End-User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of

intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.1.2. Subpoenas:

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

26.1.3 Emergencies:

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

26.2 **SBC CONNECTICUT** and **LEVEL 3** shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

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

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

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall

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

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

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

- 29.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the Other Party, however, such consent shall not be unreasonably withheld; provided however, that the withholding of consent to an assignment or transfer that has been approved by all jurisdictional bodies whose approval is required by law shall be unreasonable. Either Party may assign or transfer this Agreement to its Affiliate by providing ninety (90) days' prior written notice to the Other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's

obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, **LEVEL 3** may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate interconnection agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is neither permitted by this Section 29.1 nor otherwise agreed to by the Parties in writing is void ab initio.

- 29.2 As ordered by the Michigan PSC in Docket U-12460 and the Texas PUC in Docket No. 22441, during the Term of this Agreement, **SBC MICHIGAN** shall obtain **LEVEL 3**'s prior written approval before it sells, assigns or otherwise transfers any of its ILEC Territory or ILEC Assets. **LEVEL 3**'s prior written approval shall not be unreasonably withheld. **SBC TEXAS** shall provide **LEVEL 3** not less than sixty (60) days prior written notice of such sale, assignment or transfer.

30. DELEGATION TO AFFILIATE

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

31. SUBCONTRACTING

- 31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 31.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 31.4 No contract, subcontract or other agreement entered into by either Party with any

Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

- 31.5 **Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.**

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 32.1 Each Party shall be solely responsible at its own expense (including costs, fines, and fees) for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, legal disposition, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 32.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at **LEVEL 3**'s request, indemnify, defend, and hold harmless, **LEVEL 3** each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or (iii) the presence at the work location of an Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**.
- 32.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **LEVEL 3** shall, at **SBC-13STATE**'s

request, indemnify, defend, and hold harmless **SBC-13STATE**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by **LEVEL 3** or any person acting on behalf of **LEVEL 3**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **LEVEL 3** or any person acting on behalf of **LEVEL 3**, or (iii) the presence at the work location of an Environmental Hazard for which **LEVEL 3** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **LEVEL 3** or any person acting on behalf of **LEVEL 3**.

- 32.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 32.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 32.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

33. FORCE MAJEURE

- 33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments when due under this Agreement) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a **“Force Majeure Event”**) or any Delaying Event caused by the other Party or any other circumstances beyond the Party’s reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Each Party agrees to treat the other in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure Event.

34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter **“Tax”**) imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party’s corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to

the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End-User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End-User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.5 If the purchasing Party fails to impose and/or collect any Tax from End-Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End-Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 34.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

- 35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party

of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End-Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to other End-User. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications

for planned mass calling events.

- 36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any Party in the use of such Party's Telecommunications Service, prevents any Party from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's End-Users, causes electrical hazards to either Party's personnel, damage to either Party's facilities or equipment or malfunction of either Party's ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

- 37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between **LEVEL 3** and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.
- 37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End-Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 38.1 **SBC-13STATE** will provide **LEVEL 3** with transit service in accordance with the terms and conditions of Appendix Interconnection Trunking Requirements (ITR). **LEVEL 3** agrees to use reasonable efforts to enter into agreements with Third Party carriers that exchange traffic with **LEVEL 3** pursuant to the terms and conditions of Appendix ITR. Subject to the requirements of Appendix ITR, **SBC-13STATE** shall provide at least two months' notice in writing prior to

ceasing to provide transit service.

39. CUSTOMER INQUIRIES

- 39.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 39.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and
- 39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 39.3 Except as otherwise provided in this Agreement, **LEVEL 3** shall be the primary point of contact for **LEVEL 3**'s End-Users with respect to the services **LEVEL 3** provides such End-Users.
- 39.4 **LEVEL 3** acknowledges that **SBC-13STATE** may, upon End-User request, provide services directly to such End-User similar to those offered to **LEVEL 3** under this Agreement.

40. EXPENSES

- 40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 40.2 **SBC-12STATE** and **LEVEL 3** shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

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

42. SURVIVAL

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

43. SCOPE OF AGREEMENT

43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein. Nothing herein is intended to affect or abridge either Party's rights or obligations under Section 252(i) of the Act, nor is anything herein intended to modify **SBC-13STATE**'s obligation to provide services and facilities under the Act.

43.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions and such amendment will not require a refund, true-up or retroactive crediting or debiting prior to the approval of the Amendment unless such Amendment expressly provides therefore. **SBC-12STATE** and **LEVEL 3** shall each be responsible for its share of the publication

expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

- 44.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

45. INTENTIONALLY LEFT BLANK

46. AUTHORITY

- 46.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC; and that it has full power and authority to perform its obligations hereunder.
- 46.2 **LEVEL 3** represents and warrants that it is a corporation, limited liability corporation or other business entity duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 46.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

47. COUNTERPARTS

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

48. ENTIRE AGREEMENT

- 48.1 **SBC-12STATE**

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

48.2 SBC CONNECTICUT

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

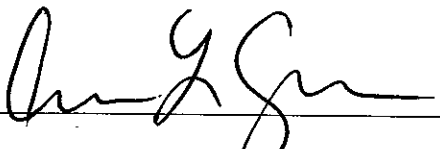
49. MOST FAVORED NATIONS PURSUANT TO SECTION 252(I)

49.1 Nothing in this Agreement shall be construed to prevent either Party from exercising any rights it may hold under Section 252(i) of the Act, nor shall anything in this Agreement be construed to excuse either Party from any obligations it may bear under Section 252(i) of the Act.

SBC-13STATE AgreementSignatures

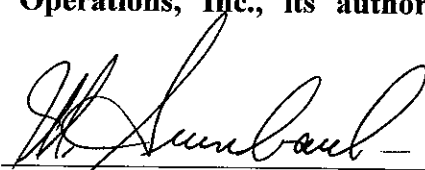
Level 3 Communications, LLC

Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan
Bell Telephone Company d/b/a SBC
Michigan, Nevada Bell Telephone Company
d/b/a SBC Nevada, The Ohio Bell Telephone
Company d/b/a SBC Ohio, Pacific Bell
Telephone Company d/b/a SBC California,
The Southern New England Telephone
Company d/b/a SBC Connecticut and
Southwestern Bell Telephone, L.P. d/b/a
SBC Arkansas, SBC Kansas, SBC Missouri,
SBC Oklahoma and/or SBC Texas, and
Wisconsin Bell, Inc. d/b/a SBC Wisconsin
by SBC Operations, Inc., its authorized
agent

Signature: Name: Andrea GavalasTitle: Vice President Interconnection ServicesDate: February 17, 2005AECN/OCN# 8824

(Facility Based – if applicable)

LVE - 5179, 8826, 4800, 6115, 4803,
2240, 6120, 4932, 4805, 4863.
5257, 6114, 5489

Signature: Name: Mike AuinbaubTitle: AVP-Local Interconnection MarketingDate: FEB 18 2005

2SF
FESL

APPENDIX
GTC DEFINITIONS

GENERAL TERMS AND CONDITIONS DEFINITIONS APPENDIX

“800 SCP Carrier Access Usage Summary Record” (SCP Record) - a summary record which contains information concerning the quantity and types of queries launched to an SBC-13STATE SCP.

“911 Trunk” means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from LEVEL 3’s End Office to the 911 or E911 system.

“A-link” means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

“Access Compensation” is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.

“Access Service Request” (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

“Access Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among office switches for IXC-carried traffic (SBC-SOUTHWEST) and IXC-carried, IntraLATA Toll traffic, Section 251(b)(5) traffic and ISP-bound Traffic (SBC CALIFORNIA, SBC-NEVADA, SBC-MIDWEST and SBC-CONNECTICUT).

“Access Usage Record” (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

“Accessible Letters” are correspondence used to communicate pertinent information regarding SBC-13STATE to the client/End User community.

“Act” means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

“Active Collocation Space” denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Premises that can be designated for collocation is considered to be Active Collocation Space.

“Adjacent Structure” – A LEVEL 3 provided structure placed on SBC-13STATE property (Adjacent on-site) or non-LEVEL 3 property (Adjacent off-site) adjacent to an Premises. This arrangement is permitted only where space for physical collocation is Legitimately Exhausted inside the Premises, and to the extent technically feasible. SBC-13STATE and LEVEL 3 will mutually agree on the location of the designated space on SBC-13STATE premises where the adjacent structure will be placed. SBC-13STATE shall not unreasonable withhold agreement to the site desired by Collocator.

“Advanced Services” means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

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

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

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

“Affiliate” is As Defined in the Act.

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

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

“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.

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

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

“Assembly and Editing” - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information

required ensuring all individual message records meet industry specifications is present.

“Augment” is a request from **LEVEL 3** to add equipment, cable, and/or Collocation services to an existing Physical Collocation arrangement.

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

“Automatic Location Identification” or “ALI” means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

“Automatic Number Identification” or “ANI” means the telephone number associated with the access line from which a call to 911 originates.

“Billable Message” - a message record containing details of a completed IXC transported call which is used to bill an end user.

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

“Billing Company” - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

“Bona Fide Request” (BFR) is the process described in the applicable Appendix UNE.

“Business Day” means Monday through Friday, excluding holidays on which the applicable SBC ILEC does not provision new retail services and products.

“Busy Line Verification” (BLV) means a service whereby an End User requests an operator to confirm the busy status of a line.

“CABS” means the Carrier Access Billing System.

“Caged Physical Collocation” is a cage or similar structure (not including a top) enclosing **LEVEL 3**’s dedicated collocation space into which a **LEVEL 3** may install its telecommunications equipment.

“Cageless Physical Collocation” is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

“Calling Card Service” means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

“Calling Name Database” means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

“Calling Name Delivery Service” (CNDS) means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.

“Calling Name Information” means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.

“Calling Number Delivery” means a feature that enables an End User to view the directory number of the calling party on a display unit.

“Calling Party Number” (CPN) means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

“Central Automatic Message Accounting (CAMA) Trunk” means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from LEVEL 3’s switch to an SBC-13STATE E911 Selective Router.

“Centralized AMA” (CAMA) is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

“Centralized Message Distribution System” (CMDS) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDS. The national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between SBC-13STATE and the Billing Company.

“Central Office Switch” is a switching entity within the public switched telecommunications network, including but not limited to End Office Switch and Tandem Office Switch.

“Charge Number” is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

“Claim” means any pending or threatened claim, action, proceeding or suit.

“Collocation” is As Described in the Act.

“Collocation Interconnection Power Panel” (CIPP) is a DC Power panel for Power termination.

“Collocator” is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity that is collocated in SBC-13STATE location, for purposes of interconnection or access to Unbundled Network Elements (UNEs).

“Commercial Mobile Radio Services” (CMRS) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

“Commission” means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

- the Arkansas Public Service Commission (AR-PSC);
- the Public Utilities Commission of the State of California (CA-PUC);
- the Connecticut Department of Public Utility Control (CT-DPUC);
- the Illinois Commerce Commission (IL-CC);
- the Indiana Utilities Regulatory Commission (IN-URC);
- the Kansas Corporation Commission (KS-CC);
- the Michigan Public Service Commission (MI-PSC);
- the Missouri Public Service Commission (MO-PSC);
- the Public Utilities Commission of Nevada (NV-PUC);
- the Public Utilities Commission of Ohio (PUC-OH);
- the Oklahoma Corporation Commission (OK-CC);
- the Public Utility Commission of Texas (PUC-TX); and
- the Public Service Commission of Wisconsin (PSC-WI)

“Common Channel Signaling” (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

“Common Language Location Identifier” (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters

identify the city, state and building location, while the last 3 characters identify the network component.

“Company Identifier” or **“Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

"Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

“Conversion of Service” is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.

“Customer Name and Address Information” (CNA) means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Usage Data” means the Telecommunications Services usage data of a LEVEL 3 End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-13STATE and forwarded to LEVEL 3.

“Custom Local Area Signaling Service Features” (CLASS Features) means certain call-management service features that are currently available from SBC-13STATE's local networks. These could, including: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“Custom Work Charge” is the charge developed solely to meet the construction requirements of LEVEL 3 (e.g. painting a cage). A Custom Work Charge may not be charged to LEVEL 3 for any work performed that will benefit or be used by SBC-13STATE or other collocators. SBC-13STATE may not impose a Custom Work Charge without LEVEL 3's prior approval and agreement that such charge is not included in the rate elements for the provision of collocation contained in this Appendix. In the event an agreement between LEVEL 3's and SBC-13STATE is not reached regarding the Custom Work Charge, SBC-13STATE shall complete construction of LEVEL 3's space pending resolution of the issue by the appropriate

state regulatory commission. **LEVEL 3** may withhold payment for the disputed charges while the issue remains unresolved, however, any disputed Custom Work Charges paid by **LEVEL 3** or owed to **SBC-13STATE** shall accrue interest at the rate established by the appropriate state commission. All Custom Work Charges that are approved by the appropriate state commission will be the basis for calculating a refund to a **LEVEL 3** that has overpaid or the amount due to **SBC-13STATE** that previously had not been paid or that was underpaid. These overpaid or underpaid amounts will accrue at the above stated interest rate established by the appropriate state regulatory commission on a monthly basis from the date of completion of the work or from the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, **SBC-13STATE** shall file the appropriate interconnection agreement amendment. However, **SBC-13STATE** shall not delay completion of such work during the agreement approval process. **SBC-13STATE** shall perform such work based upon provisional rates, subject to true up.

“Database Management System” or **“DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

“Data Interexchange Carrier” (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

“Data Transmission” - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

“Day” denotes calendar day unless otherwise specified. However, any time period equal to or shorter than five days denotes business days.

“Declassified” or **“Declassification”** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “Declassified.”

“Dedicated Collocation Space” is the space dedicated for **LEVEL 3**’s Physical Collocation arrangement located within any **SBC-13STATE** Premises.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;

any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

any Force Majeure Event.

“Demarcation Point” is the point of demarcation and/or interconnection between the communications facilities of a provider of wireline telecommunications, and terminal equipment, protective apparatus or wiring at a subscriber’s premises. Demarcation Point defines the boundary between the Parties’ networks for their respective facilities.

“Designated Installation” is defined as an installation of service occurring at a specific time of day as specified by CLEC.

“Dialing Parity” is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

“Digital Cross Connect Panel” (DSX Panel) or “DSX” is a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

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

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

“Digital Signal Level 1” (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 3” (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

“Digital Subscriber Line” (DSL) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

“Direct Participants” (DP) are the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

New England Telephone Company
New York Telephone Company
Bell Atlantic, NJ
Bell Atlantic, PA
Bell Atlantic, DE
Bell Atlantic, DC
Bell Atlantic MD
Bell Atlantic VA
Bell Atlantic WV
Southern Bell Telephone Company
South Central Bell Telephone Company
The Ohio bell Telephone Company d/b/a SBC Ohio
Michigan Bell Telephone Company d/b/a SBC Michigan
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
Illinois Bell Telephone Company d/b/a SBC Illinois
Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
Northwestern Bell Telephone Company
Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
Mountain Bell Telephone Company
Pacific Bell Telephone Company d/b/a SBC California
Nevada Bell Telephone Company d/b/a SBC Nevada
The Southern New England Telephone Company
Cincinnati Bell Telephone Company

“E911 Customer” means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

“Electronic File Transfer” is any system or process that utilizes an electronic format and protocol to send or receive data files.

“Emergency Service Number” (ESN) means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement,

Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

“Emergency Services” means police, fire, ambulance, rescue, and medical services.

“End Office Switch” or **“End Office”** is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

“End Users” means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term **“End Users”** does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

“Engineering Design Charge” is the cost for SBC-13STATE employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

“Enhanced Service Provider” (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

“Entrance Fiber Facility” is an arrangement when a Collocator-provided single mode fire retardant dielectric fiber optic cable that 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.

“Exchange Access” is As Defined in the Act.

“Exchange Area” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

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

“Exchange Service” means Telephone Exchange Service, As Defined in the Act.

“Facility” means the wire, line, or cable used to transport traffic between the parties’ respective networks.

“Feature Group A” (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services

provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call.

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

“FCC” means the Federal Communications Commission.

“Fiber Distribution Frame” (FDF) is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and infra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

“Fiber Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.

“Fraud Monitoring System” means an off-line administration system that monitors suspected occurrences of ABT-related fraud.

“FX Telephone Numbers” (also known as **“NPA-NXX”** codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier’s tariffed Switched Exchange Access rates (also known as **“Meet Point Billed”** compensation), or if jointly provisioned FGA service.

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

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

“Incumbent Local Exchange Carrier” (ILEC) is As Defined in the Act.

"Individual Case Basis" (ICB) is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

"Infrastructure Systems" include components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

"Installation Supplier" means suppliers/vendors that are approved to perform central office installation work for SBC and for CLEC in SBC eligible structures in all collocation footprints areas and/or SBC common areas in the technologies and geographical locations for which they are approved by SBC.

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

"Integrated Services Digital Network" (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

"Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

"Interconnection" is As Defined in the Act.

"Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

"Interconnector's Collocation Services Handbook" or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com>).

"Interexchange Carrier" (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

"Interexchange Carrier Transported" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

"InterLATA" is As Defined in the Act.

“Intermediate Distribution Frame” (IDF) is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

“Internet Service Provider” (ISP) is an Enhanced Service Provider that provides Internet Services and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.

“IntraLATA Toll Traffic” means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

“ISP-Bound Traffic” means traffic that is limited to telecommunications traffic exchanged between CLEC and SBC-13STATE in accordance with the FCC’s Order on Remand Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) (“FCC ISP Compensation Order”). **“ISP-Bound Traffic”** is traffic in which the originating end user of one Party and the terminating ISP of the other Party are:

(i) both physically located in the same SBC-13STATE Local Exchange Area as defined by SBC-13STATE Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring SBC-13STATE Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

“Jurisdictional Identification Parameter” (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.

“Legitimately Exhausted” is as defined in Section 24 of Appendix Physical Collocation.

“LIDB Editor” means an SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

“LIDB Service Applications” means the query types accepted for access to LIDB information.

“Line Information Data Base” (LIDB) means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB

is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

“Line Record” means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

“LOC” means (i) the Local Operations Center (**LOC**) for SBC-8STATE; and (ii) the Customer Response Unit (CRU) for SBC MIDWEST REGION 5-STATE.

“Local/Access Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5)/IntraLATA Traffic and IXC-carried traffic.

“Local Access Transport Area” (LATA) is As Defined in the Act.

“Local Exchange Carrier” (LEC) is As Defined in the Act.

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

“Local Interconnection Trunk Groups” are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Traffic only.

“Local/IntraLATA Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending central office switches for Section 251(b)(5)/IntraLATA Traffic.

“Local Number Portability” means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

“Local Only Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other central office switches for Section 251(b)(5) and ISP Bound Traffic.

“Local Only Trunk Groups” are two-way trunk groups used to carry Section 251(b)(5) Traffic only.

“Local Service Provider” (LSP) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.

“Local Tandem” refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular LCA (defined below).

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

“Loop” means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).

“LSC” means (i) the Local Service Center (**LSC**) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC CONNECTICUT**.

“MECAB” refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum **“OBF”**, which functions under the auspices of the Carrier Liaison Committee **“CLC”** of the Alliance for Telecommunications Industry Solutions **“ATIS”**. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

“MECOD” refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

“Meet-Point Billing” (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

“Meet Point Trunk Group” carries traffic between CLEC’s end users and Interexchange Carriers via **SBC-13STATE** Access or Local/Access Tandem Switches.

“Message Processing” - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

“Mid-Span Meet” is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC’s portion of the transmission facility.

“Multifunctional Equipment” means equipment that combines one or more functions that are necessary for interconnection or access to unbundled network elements with one or more functions that would not meet that standard as stand alone functions.

“Multiple Bill/Single Tariff” is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (**MM**).

“National Emergency Number Association” (NENA) means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of **“One Nation-One Number”**. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

“Network Data Mover” (NDM) is an industry standard protocol for transferring information electrically.

“Network Element” is as Defined in the Act.

“Network Interconnection Methods” (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually

agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

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

“Numbering Plan Area” (NPA) (also called area code). An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

“Number Portability” is As Defined in the Act.

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

“Offers Service” - At such time as CLEC opens an NPA-NXX, ports a number to serve an end user or pools a block of numbers to serve end users.

“Ordering and Billing Forum” (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

“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.

“Originating Local Exchange Carrier Company” - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

“Originating Point Code” (OPC) means a code assigned to identify **LEVEL 3**’s system(s) that originate SS7 messages, including LIDB Service Queries.

“Other Central Office Space” denotes the space within the central office which can be designated for Physical Collocation that is legitimately susceptible to reclamation,

or where SBC has never prepared the space for collocation of telecommunications equipment

“Other (Inactive) Collocation Space” - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Appendix.

“Out of Exchange LEC” (OE-LEC) means Level 3 operating within SBC-13STATE’s incumbent local exchange area and providing telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.

“Out of Exchange Traffic” is defined as Section 251 (b)(5) Traffic, ISP-bound traffic, and InterLATA Section 251 (b)(5) traffic, exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver, or intraLATA traffic to or from a non-SBC ILEC exchange area.

“Parties” means both LEVEL 3 and the SBC-owned ILEC; use of the term “Parties” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.

“Party” means either LEVEL 3 or the SBC-owned ILEC. Use of the term “Party” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.

“Permanent Number Portability” (PNP) is a long term method of providing LNP using LRN.

“Person” means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.

“Plain Old Telephone Service” (POTS) means telephone service for the transmission of human speech.

“Point of Interconnection” (POI) is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.

“Point of Termination” (POT) denotes the point of demarcation, within an Premises at which the SBC-13STATE responsibility for the provisioning of service ends.

“Port” is the point of interface/access connection to the SBC-13STATE public switched network. This may be a switch line side interface or switch trunk side interface.

“Premises” refers to SBC-13STATE central offices and serving wire centers; all buildings or similar structures owned, leased, or otherwise controlled by SBC-13STATE that house its network facilities; all structures that house SBC-13STATE’s facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by SBC-13STATE that is adjacent to these central offices, wire centers, buildings, and structures.

“Preparation Charges” denotes those charges associated with the initial preparation of the Collocator’s dedicated space.

“Project Coordination Fee” reflects SBC-13STATE’s labor costs to manage the provisioning of the individual LEVEL 3’s space requirements for a particular Virtual Collocation space request. This fee is applicable upon the submission of an application.

“Provision of Message Detail” - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC-13STATE’s internal network or national CMDS.

“Public Safety Answering Point” or **“PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

“Rate Center” means as follows:

for SBC MIDWEST REGION 5-STATE

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

for SBC NEVADA

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

for SBC CALIFORNIA

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

for SBC Connecticut

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

for SBC SOUTHWEST REGION 5-STATE

a uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of "interstate tariffs."

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

"Record" - a logical grouping of information as described in the programs that process information and create the data files.

"Recording" - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.

"Recording Company" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

"Reference of Calls" refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

"Remote End Office Switch" is an SBC-13STATE switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC-13STATE End Office Switch. Such features, functions, and capabilities are provided between an SBC-13STATE Remote End Office Switch via an umbilical and an SBC-13STATE Host End Office.

"Routing Point" is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC

which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

SBC-2STATE - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.

SBC-4STATE - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and **SBC OKLAHOMA** the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

SBC-7STATE - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-8STATE - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

SBC-10STATE - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-13STATE - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC ARKANSAS - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

SBC CALIFORNIA - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a **SBC CALIFORNIA**, the applicable SBC-owned ILEC doing business in California.

SBC CONNECTICUT - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

SBC KANSAS - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

SBC ILLINOIS - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

SBC INDIANA - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.

SBC MICHIGAN - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

SBC MIDWEST REGION 5-STATE - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

SBC MISSOURI - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.

SBC NEVADA - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

SBC OHIO - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.

SBC OKLAHOMA - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a **SBC OKLAHOMA**, the applicable SBC-owned ILEC doing business in Oklahoma.

SBC SOUTHWEST REGION 5-STATE - As used herein, SBC **SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, **SBC OKLAHOMA** and/or **SBC TEXAS** the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

SBC TEXAS – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a **SBC TEXAS**, the applicable SBC-owned ILEC doing business in Texas.

SBC WISCONSIN - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

“Section 251(b)(5) Traffic” means traffic that is limited to telecommunications traffic exchanged between CLEC and **SBC-13STATE** in which the originating end user of one Party and the terminating end user of the other Party are:

(i) both physically located in the same **SBC-13STATE** Local Exchange Area as defined by **SBC-13STATE** Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or

(ii) both physically located within neighboring **SBC-13STATE** Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

“Selective Routing” and **“Selective Router”** or **“SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

“Service Bureau Provider” - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**’s OSS application-to-application interfaces

via a dedicated connection over which multiple CLECs' local service transactions are transported.

“Service Control Point” (SCP) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

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

“Service Provider Number Portability” (SPNP) is synonymous with Permanent Number Portability “PNP”.

“Service Switching Point” (SSP) is a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

“Serving Wire Center” (SWC) means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.

“Shared Caged Collocation” - A shared collocation cage is a Caged Collocation space shared by two (2) or more collocators pursuant to the terms and conditions agreed to and between the collocators.

“Shared Physical Collocation Cage” is a caged dedicated collocation space that is shared by two or more Collocators within SBC-13STATE's Premises.

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

“Signal Transfer Point” (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

“Special Billing Number” (SBN) means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an SBN is either a zero (0) or a one (1).

“State Abbreviation” means the following:

“AR” means Arkansas

“CA” means California

“CT” means Connecticut

“IL” means Illinois

“IN” means Indiana

“KS” means Kansas

“MI” means Michigan

“MO” means Missouri

“NV” means Nevada

“OH” means Ohio

“OK” means Oklahoma

“TX” means Texas

“WI” means Wisconsin

“Switched Access Detail Usage Data” means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.

“Switched Access Service” provides a two-point communications path between a customer's premises and an end user's premises through the use of common terminating, common switching, Switched Transport facilities, and common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where service is provided. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

“Switching Control Point” (SCP) - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

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

“Tandem Office Switch(es)” or **“Tandem(s)”** are switches used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

“Tape Load Facility” means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

“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 ILEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a **LEVEL 3** seeking collocation in **SBC-13STATE**’s Premises that such an arrangement is technically feasible.

“Telecommunications” is As Defined in the Act.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Toll Service” is As Defined in the Act.

“Terminating Local Exchange Carrier Company” - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC’s.

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

“Toll Billing Exception Service” (TBE) means a service that allows End Users to restrict third number billing or collect calls to their lines.

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

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

“Trunk” or **“Trunk Group”** means the switch port interface(s) used and the communications path created to connect **LEVEL 3**’s switch or softswitch with **SBC-13STATE**’s switch for the purpose of exchanging traffic.

“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.

“Unbundled Local Loop.” See definition of “Loop” herein.

“Unbundled Network Element” (UNE) is as defined in Appendix Unbundled Network Elements.

“Unused Space” denotes any space in the Premises which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for growth of SBC-13STATE network equipment, including the equipment of affiliates and 3rd parties. May also be used to denote space within a specific LEVEL 3’s area that is not occupied by or reserved for LEVEL 3’s equipment.

“Virtual Foreign Exchange (FX) Traffic” and **“FX-type Traffic”** shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user’s station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign,” exchange, thereby creating a local presence in the “foreign” exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

“Wire Center” is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.
Definitions Applicable to SBC-12STATE Only

“Main Distribution Frame” (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

“Serving Wire Center” (SWC) means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.

“Universal Digital Loop Carrier” (UDLC) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

“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.

DEFINITIONS APPLICABLE TO SBC MIDWEST REGION 5-STATE ONLY

“Line Side” refers to the switch port toward the CLEC’s side of the equipment.

“Data Base Administration Center” (DBAC) means an SBC-12STATE location where facility and administrative personnel are located for administering LIDB and/or fraud monitoring system.

“Exchange Message Interface” is the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

“Non-Intercompany Settlement” (NICS) is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.

DEFINITIONS APPLICABLE TO SBC CONNECTICUT ONLY

“800 Series” is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the “800” Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider’s network translates the 800 series number into a conventional 7 or 10 digit phone number for network switching and routing.

DEFINITIONS APPLICABLE TO SBC CALIFORNIA ONLY

“Bellcore Client Company” means SBC CALIFORNIA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.

“California 900 Messages” means 900 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a Customer Subscriber.

“California 976 Messages” means 976 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a Customer Subscriber.

“Calling Card and Third Number Settlement” (CATS) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.

“Centralized Message Data System I” (CMDS) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC CALIFORNIA is a CMDS direct participant.

“CMDS Host” means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.

“Customer Calling Card Messages” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is SBC CALIFORNIA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

“Customer Collect Messages” means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is SBC CALIFORNIA.

“Customer Non-CATS Messages” means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.

“Customer Subscriber” means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.

“Customer Third Number Billed Messages” means messages where (i) the charges are billed to a Customer Subscriber’s telephone number that is not the originating or

terminating telephone number, (ii) the Transporting LEC is SBC CALIFORNIA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

“Local Access and Transport Area” (LATA) are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.

“Local Exchange Carrier” (LEC) means a carrier authorized to provide local, exchange access and intraLATA toll services.

“SBC CALIFORNIA Calling Card Messages” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by SBC CALIFORNIA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

“SBC CALIFORNIA Collect Messages” means messages where the charges are billed to the called end user who is a SBC CALIFORNIA Subscriber and where the Transporting LEC is Customer.

“SBC CALIFORNIA Non-CATS Messages” means SBC CALIFORNIA Collect Messages, SBC CALIFORNIA Calling Card Messages and/or SBC CALIFORNIA Third Number Billed Messages as those terms are defined herein.

“SBC CALIFORNIA Subscriber” means an end user who has authorized SBC CALIFORNIA or who has billed an intraLATA call to a telecommunications calling card issued by SBC CALIFORNIA.

“SBC CALIFORNIA Third Number Billed Messages” means messages where (i) the charges are billed to a SBC CALIFORNIA Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

“Transporting LEC” means the LEC on whose network an end user originates a call.

DEFINITIONS APPLICABLE TO SBC NEVADA ONLY

“Bellcore Client Company” means SBC NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.

“Calling Card and Third Number Settlement” (CATS) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.

“Centralized Message Data System I” (CMDS) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC NEVADA is a CMDS direct participant.

“CMDS Host” means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable , to settle end user message detail through BOC CATS.

“Customer Calling Card Messages” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

“Customer Collect Messages” means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is SBC NEVADA.

“Customer Non-CATS Messages” means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.

“Customer Subscriber” means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.

“Customer Third Number Billed Message” means messages where (i) the charges are billed to a Customer Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

“Local Access and Transport Area” (LATA) are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.

“Local Exchange Carrier” (LEC) means a carrier authorized to provide local, exchange access and intraLATA toll services.

“SBC NEVADA Calling Card Messages” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by SBC NEVADA, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

“SBC NEVADA Collect Messages” means messages where the charges are billed to the called end user who is a SBC NEVADA Subscriber and where the Transporting LEC is Customer.

“SBC NEVADA Non-CATS Messages” means SBC NEVADA Collect Messages, SBC NEVADA Calling Card Messages and/or SBC NEVADA Third Number Billed Messages as those terms are defined herein.

"SBC NEVADA Subscriber" means an end user who has authorized SBC NEVADA or who has billed an intraLATA call to a telecommunications calling card issued by SBC NEVADA.

“SBC NEVADA Third Number Billed Messages” means messages where (i) the charges are billed to a SBC NEVADA Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

“Transporting LEC” means the LEC on whose network an end user originates a call.

APPENDIX
FACILITIES BASED DATA EXCHANGE

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement (“CATS”) System Messages (Appendix).

1. DEFINITIONS

- 1.1 “**Bellcore Client Company**” means SBC CALIFORNIA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 “**CMDS Host**” means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 “**California 900 Messages**” means 900 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a LEVEL 3 Subscriber.
- 1.4 “**California 976 Messages**” means 976 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a LEVEL 3 Subscriber.
- 1.5 “**Calling Card and Third Number Settlement**” (“CATS”) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 1.6 “**Centralized Message Data System I**” (“CMDS”) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC CALIFORNIA is a CMDS direct participant.
- 1.7 “**LEVEL 3 Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by LEVEL 3, (ii) the Transporting LEC is SBC CALIFORNIA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.8 “**LEVEL 3 Collect Messages**” means messages where the charges are billed to the called end user who is a LEVEL 3 Subscriber and where the Transporting LEC is SBC CALIFORNIA.
- 1.9 “**LEVEL 3 Non-CATS Messages**” means LEVEL 3 Collect Messages, LEVEL 3 Calling Card Messages and/or LEVEL 3 Third Number Billed Messages as those terms are defined herein.
- 1.10 “**LEVEL 3 Subscriber**” means an end user who has authorized LEVEL 3 to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the LEVEL 3.
- 1.11 “**LEVEL 3 Third Number Billed Messages**” means messages where (i) the charges are billed to a LEVEL 3 Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is SBC CALIFORNIA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.

- 1.12 “SBC CALIFORNIA Calling Card Messages” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by SBC CALIFORNIA, (ii) the Transporting LEC is LEVEL 3, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 “SBC CALIFORNIA Collect Messages” means messages where the charges are billed to the called end user who is a SBC CALIFORNIA Subscriber and where the Transporting LEC is LEVEL 3.
- 1.14 “SBC CALIFORNIA Non-CATS Messages” means SBC CALIFORNIA Collect Messages, SBC CALIFORNIA Calling Card Messages and/or SBC CALIFORNIA Third Number Billed Messages as those terms are defined herein.
- 1.15 “SBC CALIFORNIA Subscriber” means an end user who has authorized SBC CALIFORNIA or who has billed an intraLATA call to a telecommunications calling card issued by SBC CALIFORNIA.
- 1.16 “SBC CALIFORNIA Third Number Billed Messages” means messages where (i) the charges are billed to a SBC CALIFORNIA Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is LEVEL 3, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 “Transporting LEC” means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of LEVEL 3 Non-CATS Messages where SBC CALIFORNIA, (ii) the distribution and/or settlement of California 900/976 Messages and (iii) the settlement of SBC CALIFORNIA Non-CATS Messages where LEVEL 3 is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 SBC CALIFORNIA shall forward LEVEL 3 Non-CATS Messages to LEVEL 3. SBC CALIFORNIA shall forward Rejected Messages, Unbillable Messages and Unratable Messages as defined in Section 4.4 below, to LEVEL 3. All message detail shall be in an industry standard format acceptable to SBC CALIFORNIA and shall be exchanged at agreed upon intervals.
- 3.1.1 LEVEL 3 shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between LEVEL 3 and SBC CALIFORNIA. LEVEL 3 shall inform SBC CALIFORNIA whether LEVEL 3 is designating itself or an agent for receipt of LEVEL 3’s messages by completing SBC CALIFORNIA’s “Technical Requirements” packet. Thereafter, LEVEL 3 may change its designation only by completing a new SBC CALIFORNIA “Technical Requirement” packet. LEVEL 3 may not designate more than one entity to receive its Messages under this Appendix. If LEVEL 3 has executed a Meet Point Billing (“MPB”) agreement with SBC

CALIFORNIA and has informed SBC CALIFORNIA of LEVEL 3's designation under this Appendix, LEVEL 3 may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. LEVEL 3 expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.

- 3.2 LEVEL 3 shall record and forward to SBC CALIFORNIA all 900 and 976 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 respectively that originate from a LEVEL 3 Subscriber's telephone number. The 900/976 messages shall be in an industry standard format acceptable to SBC CALIFORNIA and shall be exchanged at agreed upon intervals. SBC CALIFORNIA shall rate the 900/976 messages and forward to LEVEL 3 all such messages billed to LEVEL 3 Subscribers.
- 3.3 LEVEL 3 shall forward SBC CALIFORNIA Non-CATS Messages to SBC CALIFORNIA. LEVEL 3 shall forward Unbillable Messages and Recharges as defined in Section 4.2 below, to SBC CALIFORNIA. All message detail shall be in an industry standard format acceptable to SBC CALIFORNIA and shall be exchanged at agreed upon intervals.
- 3.4 SBC CALIFORNIA and LEVEL 3 shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. SBC CALIFORNIA and LEVEL 3 warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. SBC CALIFORNIA and LEVEL 3 further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities. LEVEL 3 further agrees that the billing and collection services performed for California 900/976 Messages shall comply with CPUC Decision No. 91-03-021 and Decision No. 96-02-072. SBC CALIFORNIA and LEVEL 3 agree to work together to determine whether blocking access to 900/976 numbers is necessary in the event fraudulent use from a Subscriber's line is suspected.
- 3.5 The exchange of message detail between SBC CALIFORNIA and LEVEL 3 shall be based on an industry standard format acceptable to SBC CALIFORNIA.

4. SETTLEMENT ARRANGEMENT

- 4.1 For LEVEL 3 Non-CATS Messages and California 900/976 Messages billed to LEVEL 3 Subscribers that SBC CALIFORNIA forwards to LEVEL 3, SBC CALIFORNIA shall calculate the amount due based on the following formula:

Rated Value of LEVEL 3 Non-CATS Messages and California 900/976 Messages

- Rejected/Unbillable Messages
- Recharges
- LEVEL 3 Billing Charge

= Amount Due SBC CALIFORNIA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
- 4.2.1 Rated Value of LEVEL 3 Non-CATS Messages and California 900/976 Messages means the total computed charges for LEVEL 3 Non-CATS Messages and California 900/976 Message based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of LEVEL 3 Non-CATS Messages and California 900/976 Messages that failed to pass the edits within the CMDS system and were returned to SBC CALIFORNIA.

- 4.2.3 Unbillable Messages means the rated value of LEVEL 3 Non-CATS Messages and California 900/976 Messages that were not billable to a LEVEL 3 Subscriber because of missing information in the billing record or other billing error, not the result of an error by LEVEL 3 or LEVEL 3's CMDS Host, that are returned in a timely fashion to SBC CALIFORNIA through CMDS.
- 4.2.4 Recharges means the rated value of California 900/976 Messages billed to a LEVEL 3 Subscriber but which LEVEL 3 adjusts off the Subscriber's bill consistent with the allowable adjustments set forth in SBC CALIFORNIA's Tariff Schedule Cal. P.U.C. No. 9.5.3.C.4.d (1),(2),(3). Recharges shall be returned to SBC CALIFORNIA on the next scheduled CMDS transmission following the issuance of the adjustment to the Subscriber and shall be in an industry standard format acceptable to SBC CALIFORNIA. LEVEL 3 acknowledges that SBC CALIFORNIA shall be recouping all such Recharges to the underlying provider of the information service being adjusted. LEVEL 3 agrees to reasonably cooperate with SBC CALIFORNIA in response to requests from the underlying information provider for additional information concerning an adjustment issued by the LEVEL 3.
- 4.2.5 LEVEL 3 Billing Charge means the LEVEL 3 per message billing rate, as set forth in Exhibit A, times the number of LEVEL 3 Non-CATS Messages and California 900/976 Messages forwarded by SBC CALIFORNIA.
- 4.3 For SBC CALIFORNIA Non-CATS messages billed to SBC CALIFORNIA Subscribers that LEVEL 3 forwards to SBC CALIFORNIA, LEVEL 3 shall calculate the amount due based on the following formula:
- Rated Value of SBC CALIFORNIA Non-CATS Messages
- Unbillable Messages
 - Unratable California 900/976 Messages
 - SBC CALIFORNIA Billing Charge
-
- = Amount Due LEVEL 3
- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of SBC CALIFORNIA Non-CATS Messages means the total computed charges for SBC CALIFORNIA Non-CATS Messages based on LEVEL 3's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of SBC CALIFORNIA Non-CATS Messages that were not billable to a SBC CALIFORNIA Subscriber because of missing information in the billing record or other billing error, not the result of an error by SBC CALIFORNIA, that are returned by SBC CALIFORNIA in a timely fashion to LEVEL 3's CMDS Host.
- 4.4.3 Unratable California 900/976 Messages means the estimated value of California 900/976 Messages, originating from a LEVEL 3 Subscriber's Telephone Number that (i) LEVEL 3 fails to record and/or transmit to SBC CALIFORNIA or (ii) SBC CALIFORNIA cannot rate because of missing or inaccurate information in the unrated billing record due to an error by LEVEL 3. The Parties agree to exercise good faith efforts to estimate the value of such messages within 30 days of discovery of the unratable condition.
- 4.4.4 SBC CALIFORNIA Billing Charge means the SBC CALIFORNIA per message billing rate, as set forth in Exhibit A, times the number of SBC CALIFORNIA Non-CATS Messages received by SBC CALIFORNIA.

- 4.5 Within 15 business days following the end of each calendar month, SBC CALIFORNIA shall provide LEVEL 3 with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:
- LEVEL 3 Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by SBC CALIFORNIA;
 - LEVEL 3 Non-CATS Messages and California 900/976 (by number and associated rated value) returned to SBC CALIFORNIA as Rejected, Unbillable Messages or Recharges;
 - Amount Due SBC CALIFORNIA, as set forth in Subsection 4.1 above;
- 4.6 LEVEL 3 shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due SBC CALIFORNIA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should LEVEL 3 dispute any portion of the amount due, LEVEL 3 shall notify SBC CALIFORNIA in writing of the nature and basis of the dispute as soon as possible and prior to the due date and according to the Dispute Resolution Procedures contained in the General Terms and Conditions section of this Agreement. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A
RATE SCHEDULE

LEVEL 3 Billing Charge \$.05 per message

SBC CALIFORNIA Billing Charge \$.05 per message

EXHIBIT B**Billed By Company (e.g. XYZ)****NON-CMDS OUTCOLLECTS****(LC46 Report)****OCN:-----****Effective 3/1**

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$.50)				(\$ 50.00)		(\$.50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$.26		\$.11		\$ 10.32		\$.29
Total		\$52.26		\$.11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852.

APPENDIX CH

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. CLEARINGHOUSE DESCRIPTION 3

3. QUALIFYING MESSAGE CRITERIA..... 3

4. RESPONSIBILITIES OF THE PARTIES..... 3

5. PROCESSING CHARGE 4

6. BILLING CHARGE 4

7. SETTLEMENT REPORT 4

8. RETROACTIVE AND LOST MESSAGES..... 4

9. LIMITATION OF LIABILITY 4

10. DISCLAIMER OF WARRANTIES 5

APPENDIX CLEARINGHOUSE (CH)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for LEVEL 3 by SBC-13STATE to participate in the Clearinghouse (CH).

2.0 CLEARINGHOUSE DESCRIPTION

- 2.1 SBC SOUTHWEST REGION 5-STATE operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including SBC SOUTHWEST REGION 5-STATE and LEVEL 3.

3.0 QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to SBC SOUTHWEST REGION 5-STATE for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SBC SOUTHWEST REGION 5-STATE's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC or CLEC exchange and not in the originating State.

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 LEVEL 3 agrees that it will provide SBC SOUTHWEST REGION 5-STATE with billing records for CH processing that are in an industry standard format acceptable to SBC SOUTHWEST REGION 5-STATE and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Appendix, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC or CLEC exchange. Such records are referred to as Category Ninety-Two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 LEVEL 3 agrees that all CH Records it generates will display indicators denoting whether Category Ninety-Two (92) Records should be forwarded to SBC SOUTHWEST REGION 5-STATE's CH. LEVEL 3 will retain its originating records for ninety (90) days such that the Category Ninety-Two (92) Records can be retransmitted to SBC SOUTHWEST REGION 5-STATE for CH processing, if needed.
- 4.3 SBC SOUTHWEST REGION 5-STATE will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC SOUTHWEST

REGION 5-STATE, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

- 4.4 LEVEL 3 will timely furnish to SBC SOUTHWEST REGION 5-STATE all CH Records required by SBC SOUTHWEST REGION 5-STATE to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SBC SOUTHWEST REGION 5-STATE will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, SBC SOUTHWEST REGION 5-STATE relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers; such subprocessing will be the responsibility of the porting entity.

5.0 PROCESSING CHARGE

- 5.1 LEVEL 3 agrees to pay SBC SOUTHWEST REGION 5-STATE a processing charge in consideration of SBC SOUTHWEST REGION 5-STATE's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6.0 BILLING CHARGE

- 6.1 LEVEL 3 agrees to pay a per message charge to the CLEC responsible for billing the message, including SBC SOUTHWEST REGION 5-STATE, when SBC SOUTHWEST REGION 5-STATE bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7.0 SETTLEMENT REPORT

- 7.1 SBC SOUTHWEST REGION 5-STATE will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by LEVEL 3 for billing messages originated by others; (b) amounts due to LEVEL 3 for LEVEL 3 originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8.0 RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Appendix. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9.0 LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, SBC SOUTHWEST REGION 5-STATE assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any

- other entity. **LEVEL 3** agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence, but excluding its willful misconduct, and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Appendix.
- 9.2 **LEVEL 3** agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to third party claims, demands, liabilities or court actions arising from its actions, omissions, mistakes or negligence reasonably related to performing the duties under this Appendix and that occurred during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Appendix.
- 9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Appendix, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Appendix will in no event exceed the amount of processing charges incurred by **LEVEL 3** for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10.0 DISCLAIMER OF WARRANTIES

- 10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by **LEVEL 3** when this data is accessed and used by a third party.

**APPENDIX COORDINATED HOT CUT
(CHC)**

TABLE OF CONTENTS

1. INTRODUCTION	3
2. CHC SERVICE DESCRIPTION.....	3
3. CHC PRICING	4

APPENDIX COORDINATED HOT CUT (CHC)

1.0 INTRODUCTION

This Appendix sets forth terms and conditions for Coordinated Hot Cut (CHC) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) to Level 3 Communications, LLC (**LEVEL 3**).

2.0 CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits **LEVEL 3** to request a designated installation or conversion of service occurring at a specific time of day as specified by **LEVEL 3** during, or after, normal business hours.
- 2.2 **LEVEL 3** will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables **LEVEL 3** to schedule and coordinate particular provisioning requirements with the **SBC-13STATE**.
- 2.3 **SBC-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis. **SBC-13STATE** acknowledges that the rapid and efficient processing of CHC service orders is critical to **LEVEL 3**'s ability to provide facilities-based services, and accordingly, **SBC-13STATE** shall work cooperatively with **LEVEL 3** to process as quickly as practicable any such service orders that **SBC-13STATE** has limited.
- 2.4 **SBC-13STATE** reserves the right to suspend the availability of CHC Service during unanticipated heavy workload/activity periods with notice to **LEVEL 3**. Heavy workload includes any unanticipated volume of work that impacts the **SBC-13STATE**'s ability to provide its baseline service. Where time permits, **SBC-13STATE** will make every effort to notify **LEVEL 3** when such unanticipated activities occur. Any suspension of CHC Service will not disrupt or otherwise affect the provisioning of service orders accepted by **SBC-13STATE**.

3.0 CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When **LEVEL 3** orders CHC service, **SBC-13STATE** shall charge and **LEVEL 3** agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
 - 3.2.1 **SBC MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
 - 3.2.2 **SBC NEVADA** – PUCN, Section C13A, 13.2.6(c)
 - 3.2.3 **SBC CALIFORNIA** – Access Tariff 175-T, Section 13.2.6(c)

¹ **SBC-13STATE** will not charge the additional labor rate in a particular state in the **SBC MIDWEST 5-STATE** region until the effective non-recurring dockets: IL - 98-0396, IN - Cause 40611-S1, MI - U-11831, OH - 96-922-TP-UNC, and WI - 6720-TI-120, are superseded by that state's commission order approving new non-recurring UNE rates.

- 3.2.4 **SBC SOUTHWEST REGION 5-STATE** – Appendix Pricing, Schedule of Prices, “Time and Materials Charges”
- 3.2.5 **SBC CONNECTICUT** – Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event that **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge **LEVEL 3** a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to **LEVEL 3**, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if **LEVEL 3** requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**’s inability to gain access to **LEVEL 3**’s end user’s premises, or **LEVEL 3** end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

APPENDIX DAL

TABLE OF CONTENTS

1. INTRODUCTION.....	Error! Bookmark not defined.
2. GENERAL TERMS AND CONDITIONS	3
3. ASSIGNMENT.....	4
4. BREACH OF CONTRACT	4
5. LIABILITY	5
6. TERM OF APPENDIX	5

APPENDIX DAL (LOCAL DIRECTORY ASSISTANCE LISTINGS)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions pursuant to which the applicable SBC Communications Inc. owned Incumbent Local Exchange Carrier (ILEC) agrees to license its subscriber listing information to LEVEL 3 Communications, LLC (LEVEL 3).
- 1.2 The prices at which SBC-13STATE agrees to provide LEVEL 3 with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance, Directory Assistance Listing, Directory Assistance Listing Information Service (DALIS), and Dialing Parity Directory Listings (herein after collectively referred to as DAL):
 - 2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call SBC-13STATE's DA to obtain such information.
 - 2.1.3 In as much as SBC-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC-13STATE's database also contains directory assistance listing information for other ILEC and CLEC End Users.
 - 2.1.4 LEVEL 3, or its agent, wishes to provide DA service to LEVEL 3's End Users located in the LEVEL 3's service area, and therefore, wishes to load its database with directory assistance listings contained in SBC-13STATE's DA database.
 - 2.1.5 SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.5.1 SBC-13STATE shall license its directory assistance listing information as defined in Exhibit A.
 - 2.1.5.2 SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to **LEVEL 3** via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC13-STATE will provide to **LEVEL 3** the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 Use of Directory Assistance Listing Information

2.2.1 **LEVEL 3** may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, **LEVEL 3** shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in **LEVEL 3**'s database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, **LEVEL 3** may verify the listing by matching the caller-provided address with the address in **LEVEL 3**'s dates. **LEVEL 3** may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. **LEVEL 3** can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by SBC shall remain the property of **SBC-13STATE**. **LEVEL 3**, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures **LEVEL 3** uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied.

Further should LEVEL 3 breach this agreement, it shall immediately cease use of SBC-13STATE's directory assistance listing information.

5. LIABILITY

- 5.1 Other than the representations made in this Appendix, SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to LEVEL 3. LEVEL 3 agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 LEVEL 3 hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 LEVEL 3 shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. LEVEL 3 shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against LEVEL 3 and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE will assume and undertake its own defense, and assist in the defense of LEVEL 3.

6. TERM OF APPENDIX

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

APPENDIX 911

TABLE OF CONTENTS

1. INTRODUCTION	3
2. RESERVED FOR FUTURE USE	3
3. <u>SBC-13STATE</u> RESPONSIBILITIES	3
4. <u>LEVEL 3</u> RESPONSIBILITIES.....	5
5. RESPONSIBILITIES OF BOTH PARTIES	7
6. METHODS AND PRACTICES	7
7. CONTINGENCY	7
8. BASIS OF COMPENSATION.....	8
9. LIABILITY	8
10. MUTUALITY	9

APPENDIX 911

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

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and LEVEL 3.
- 1.2 The prices at which SBC-13STATE agrees to provide LEVEL 3 with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2.0 RESERVED FOR FUTURE USE

3.0 SBC-13STATE RESPONSIBILITIES

- 3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 Service Provider. SBC-13STATE shall provide 911 Service to LEVEL 3 as described this section in a particular Rate Center in which LEVEL 3 is authorized to provide local telephone exchange service and SBC-13STATE is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
 - 3.2.1 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 SBC-13STATE will forward the calling party number (ANI) it receives from LEVEL 3 and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by LEVEL 3, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. For an ANI failure SBC will route call to the “default” ESN associated with the 911trunk group. If ANI is forwarded by LEVEL 3, but no ALI record is found in the E911 DBMS, SBC-13STATE will report this “No Record Found” condition to LEVEL 3 in accordance with NENA standards.
- 3.3 Facilities and Trunking
 - 3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 trunks from SBC-13STATE’s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
 - 3.3.2 SBC-13STATE will provide facilities to interconnect LEVEL 3, as specified in the local state tariff. Additionally, when diverse facilities as defined in GT&C are requested by LEVEL 3, SBC-13STATE will provide such diversity where technically feasible, at standard local state tariff rates.

- 3.3.3 Upon written request by **LEVEL 3, SBC-13STATE** shall, in a timely fashion of at least no more than fifteen (15) calendar days after Level 3's request, provide **LEVEL 3** with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 **SBC-13STATE** and **LEVEL 3** will cooperate to promptly test all trunks and facilities between **LEVEL 3's** network and the **SBC-13STATE** SR(s).
- 3.4 DATABASE
- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store **LEVEL 3's** End User 911 Records [that is, the name, address, and associated telephone number(s) for each of **LEVEL 3's** End Users served by **LEVEL 3's** exchange(s)] in the electronic data processing database for the E911 DBMS. **LEVEL 3** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of **LEVEL 3's** End User 911 Records.
- 3.4.3 **SBC-13STATE's** ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **SBC-13STATE** will update **LEVEL 3's** End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide **LEVEL 3** an error and status report. This report will be provided in a timely fashion of at least no more than 72 hours after **LEVEL 3** submits their End User 911 Records for entry into the DBMS and in accordance with the methods and procedures described in the documentation to be provided to Level 3 via the SBC on-line handbook.
- 3.4.5 **SBC-13STATE** shall provide **LEVEL 3** with a file containing the Master Street Address Guide (MSAG) for the **LEVEL 3's** respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where **LEVEL 3** is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider. **SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE, and SBC SOUTHWEST REGION 5-STATE** will provide the MSAG on a monthly basis. **SBC-2STATE** will provide the MSAG at **LEVEL 3's** request, but no more frequently than quarterly.
- 3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4.0 LEVEL 3 RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 **LEVEL 3** will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.
- 4.1.2 **LEVEL 3** will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 Consistent with Applicable Law and with the Parties executed 911 Waivers, **LEVEL 3** will provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **LEVEL 3** provides telephone exchange services.
- 4.2.2 **LEVEL 3** acknowledges that its End Users in a single local calling scope may be served by different SRs and **LEVEL 3** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 **LEVEL 3** shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In **SBC MIDWEST REGION 5-STATE** only, **LEVEL 3** is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPS do not have the technical capability to receive a 10 digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 **LEVEL 3** shall maintain facility capacity sufficient to route traffic over trunks between the **LEVEL 3** switch and the **SBC-13STATE** SR.
- 4.2.6 **LEVEL 3** shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. **LEVEL 3** is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity. SBC shall provide where technically feasible, facility route diversity in accordance with SBC's standard operating procedures specific to each 911 selective router.
- 4.2.7 **LEVEL 3** is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
- 4.2.8 **LEVEL 3** shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

- 4.2.9 LEVEL 3 shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If LEVEL 3's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, LEVEL 3 shall request additional circuits from SBC-13STATE.
- 4.2.10 LEVEL 3 will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between LEVEL 3's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. SBC-13STATE and LEVEL 3 agree to use commercially reasonable efforts to complete 911 testing of trunks within a commercially reasonable period of time. LEVEL 3 agrees that it will not pass live 911 traffic until successful testing, consistent with industry standards and practices, is completed by both parties.
- 4.2.11 LEVEL 3 is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties' networks. SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties' network Demarcation Point(s). LEVEL 3 is responsible for advising SBC-13STATE of the circuit identification to the extent that SBC-13STATE has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to LEVEL 3 if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 DATABASE
- 4.3.1 Once E911 trunking has been established and tested between LEVEL 3's End Office and all appropriate SR, LEVEL 3 or its representatives shall be responsible for providing LEVEL 3's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and LEVEL 3 shall arrange for the automated input and periodic updating of LEVEL 3's End User 911 Records.
- 4.3.2 LEVEL 3 or its agent shall provide initial and ongoing updates of LEVEL 3's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 LEVEL 3 shall adopt use of a Company ID on all LEVEL 3 End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 LEVEL 3 is responsible for providing SBC-13STATE updates to the ALI database; in addition, to the extent that LEVEL 3 inputs its own data directly into the SBC-13STATE 911 DBMS, LEVEL 3 will be responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
- 4.3.5 SBC-13STATE and LEVEL 3 agree to work cooperatively to minimize the possibility of errors. In the unexpected event that LEVEL 3 causes errors

which require SBC-13STATE additional work for ALI updates, LEVEL 3 agrees to reimburse SBC for SBC's demonstrable reasonable additional costs.

- 4.3.6 LEVEL 3 shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 4.4 Other
- 4.4.1 LEVEL 3 Each Party is solely responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the that party provides Telephone Exchange Service.

5.0 RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from LEVEL 3's POI to the designated SBC-13STATE 911 Selective Router(s).

6.0 METHODS AND PRACTICES

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

7.0 CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and LEVEL 3.
- 7.3 INTENTIONALLY OMITTED
- 7.4 INTENTIONALLY OMITTED
- 7.5 LEVEL 3 will submit the required state-specific forms to SBC-13STATE or to the appropriate state agency where applicable.

8.0 BASIS OF COMPENSATION

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

9.0 LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to LEVEL 3, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from LEVEL 3 until service is restored.
- 9.2 LEVEL 3's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event LEVEL 3 provides E911 Service to SBC-13STATE, LEVEL 3 shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after LEVEL 3 has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.
- 9.3 LEVEL 3 agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of LEVEL 3's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by LEVEL 3, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 LEVEL 3 also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with

the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

10.0 MUTUALITY

- 10.1 LEVEL 3 agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, LEVEL 3 will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

**APPENDIX
INTERCARRIER COMPENSATION**

TABLE OF CONTENTS

1.	SCOPE OF APPENDIX	3
2.	RESERVED FOR FUTURE USE.....	3
3.	CLASSIFICATION OF TRAFFIC.....	3
4.	RESPONSIBILITIES OF THE PARTIES	5
5.	RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC	5
6.	RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN	8
7.	OTHER TELECOMMUNICATIONS TRAFFIC.....	9
8.	OPTIONAL CALLING AREA TRAFFIC – <u>SBC ARKANSAS</u> , <u>SBC KANSAS</u> AND <u>SBC TEXAS</u>	10
9.	MCA TRAFFIC -- <u>SBC MISSOURI</u>	11
10.	PRIMARY TOLL CARRIER ARRANGEMENTS.....	12
11.	INTRALATA 800 TRAFFIC	12
12.	MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION	13
13.	RESERVED FOR FUTURE USE.....	14
14.	INTRALATA TOLL TRAFFIC COMPENSATION.....	14
15.	BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS, ISP-BOUND AND INTRALATA TOLL TRAFFIC	14
16.	SWITCHED ACCESS TRAFFIC	15
17.	RESERVED FOR FUTURE USE.....	16
18.	RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS.....	16

APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and LEVEL 3.
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated from a facilities based carrier and/or a carrier providing telecommunications services utilizing Unbundled Network Elements.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service pursuant to 251(c)(4) of the Act.
- 1.4 Reserved for future use.
- 1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the Agreement shall be governed by the provisions of this Appendix.

2. RESERVED FOR FUTURE USE.

3. CLASSIFICATION OF TRAFFIC

- 3.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between LEVEL 3 and SBC-13STATE will be classified as either Section 251(b)(5) Traffic, FX Traffic , ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic"), IntraLATA Toll Traffic, or InterLATA Toll Traffic, Meet Point Billing or FGA Traffic.
- 3.2 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the original End Use of one Party and the terminating End User of the other Party are:
 - a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between LEVEL 3 and SBC-13STATE in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which SBC-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.6 of this Appendix.

3.4 Reserved for future use.

3.5 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.6 For Section 251(b)(5) Traffic, ISP-Bound Traffic, and Optional EAS Traffic, and Intra LATA toll, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

In SBC CONNECTICUT, calls originated over UNEs are not subject to intercarrier compensation since the rates for unbundled local switching reflect and include the costs of call termination.

In SBC CONNECTICUT, when LEVEL 3 utilizes SBC CONNECTICUT's Lawful Unbundled Local Switching to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by LEVEL 3's end users are not subject to intercarrier compensation as addressed in Section 5.7.4 below.

3.7 The Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Agreement will be responsible for sending the Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") for calls originating on its network and passed to the network of the other Party, and neither Party shall strip, alter, modify, add, delete, change, or incorrectly assign any such CPN for any Telecommunications Traffic. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party.
- 4.2 To the extent that either party identifies improper, incorrect, or fraudulent use of local exchange services (including but not limited to PRI, ISDN and/or smart trunks or to the extent either party is able to identify stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 4.3 Reserved for future use.
- 4.4 If one Party is passing CPN but the other Party is not properly receiving such information, the Parties will work cooperatively to correct the problem.
- 4.5 Where either LEVEL 3 or SBC-13STATE delivers traffic to the other Party for termination to the other Party's customer, each Party will provide CPN with such traffic or use commercially reasonable efforts to deliver the equivalent information to the other party on at least Ninety Percent (90%), of all calls exchanged between the Parties in direct proportion to the MOUs of calls exchanged with CPN. If the percentage of calls passed with CPN is less than Ninety Percent (90%), then all calls passed without CPN will be billed according to the receiving Party's applicable, valid and effective FCC Interstate Access Tariff or Rate Sheet as permitted and filed according to, inter alia, Part 64 of the FCC's Rules.
- 4.6 Reserved for future use

5. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

- 5.1 Until and unless SBC-13STATE chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will also apply to all Section 251(b)(5) Traffic in Section 3.2 of this Appendix and ISP-Bound Traffic as defined in Section 3.3 of this Appendix in that particular state. At such time as SBC-13STATE chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic in a particular state on and after a designated date pursuant to the terms and conditions of the FCC's interim terminating compensation plan, the compensation set forth below in Sections 5.2 through 5.6 will apply only to Section 251(b)(5) Traffic in that state on the later of (i) the Effective Date of this Agreement

- and (ii) the effective date of the offer in a particular state. The Parties acknowledge that SBC INDIANA, SBC OHIO, SBC TEXAS, SBC WISCONSIN, SBC ARKANSAS, SBC MICHIGAN, SBC CALIFORNIA and SBC ILLINOIS each have made such offer in its respective state of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003, (ii) Arkansas and Michigan effective on and after July 6, 2003, California effective on and after August 1, 2003, and (iv) Illinois effective on and after September 1, 2003; (v) Kansas, Missouri, Oklahoma, and Nevada on and after June 1, 2004; therefore, the compensation set forth in Sections 5.2 through 5.6 below will apply only to Section 251(b)(5) Traffic in Indiana, Ohio, Texas, Wisconsin, Arkansas, Michigan, California, Illinois, Kansas, Missouri, Oklahoma, Nevada and such other states in which SBC-13STATE makes an offer on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. At such time as the FCC issues a successor order to the current interim termination compensation plan, the parties agree to compensate each other according to such Order immediately upon the effective date of the FCC order.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic and ISP-Bound Traffic (if applicable in accordance with Section 5.0), on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing;
- 5.3 Tandem Serving Rate Elements
- 5.3.1 Tandem Switching - compensation for the use of tandem switching only.
- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements
- 5.4.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.5 LEVEL 3 shall only be paid End Office Serving Rate Elements.

- 5.6 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 5.7 Intercarrier Compensation for ULS Traffic
- 5.7.1 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC MIDWEST REGION 5-STATE end users and LEVEL 3's end users where LEVEL 3 utilizes SBC MIDWEST REGION 5-STATE's ULS (including UST) of, such traffic shall be paid for reciprocally at the ULS Reciprocal Compensation rate contained in Appendix Pricing. For the states of Wisconsin, Michigan and Illinois, LEVEL 3 shall pay SBC WISCONSIN, SBC MICHIGAN and SBC ILLINOIS the FCC Plan rate specified in Section 6.2.2 for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.] the ULS Reciprocal Compensation rate is the same as the End Office Switching rate found in the Reciprocal Compensation section of Appendix Pricing.
- 5.7.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between SBC CALIFORNIA, SBC NEVADA and SBC SOUTHWEST REGION 5-STATE end users and LEVEL 3's end users where LEVEL 3 utilizes ULS (including UST) of SBC CALIFORNIA, SBC NEVADA or SBC SOUTHWEST REGION 5-STATE, such traffic shall be paid for reciprocally at the FCC Plan rate specified in Section 6.2.2 for the transport and termination of Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 5.7.3 For the purposes of compensation where LEVEL 3 utilizes SBC-12STATE's Lawful ULS (including UST), LEVEL 3 has the sole obligation to enter into a compensation agreement with third party carriers that LEVEL 3 originates traffic to and terminates traffic from, including traffic carried by Shared Transport Facilities and traffic carried on the IntraLATA Transmission Capabilities. In no event will SBC-12STATE have any liability to LEVEL 3 or any third party if LEVEL 3 fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom LEVEL 3 does not have a traffic compensation agreement, LEVEL 3 will indemnify, defend and hold harmless SBC-12STATE against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and LEVEL 3 will bill their respective charges directly to each other. SBC-12STATE will not be required to function as a billing intermediary, e.g., clearinghouse. SBC-12STATE may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

5.7.4 In SBC CONNECTICUT, when LEVEL 3 utilizes SBC CONNECTICUT's Lawful Unbundled Local Switching to provide service to its end users, SBC CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from LEVEL 3's end users. LEVEL 3 utilizing Lawful Unbundled Local Switching cannot seek intercarrier compensation from SBC CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an SBC CONNECTICUT end user or a third party carrier's end user.

6. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

6.1 The Parties hereby agree that the following rates, terms and conditions set forth in Sections 6.2 through 6.6 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s). SBC-13STATE has made an offer as described in Section 5 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state.

6.2 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) traffic

6.2.1 The rates, terms, conditions in Sections 6.2 through 6.6 apply only to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic as defined in Section 3.2 and Section 3.3 above

6.2.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.

6.2.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

6.3 Reserved for future use

6.4 Reserved for future use

6.5 Reserved for future use

6.6 ISP-Bound Traffic Rebuttable Presumption

6.6.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties

exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 6.3. Either Party has the right to rebut the 3:1 ISP-Bound Traffic 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, the Parties will remain obligated to pay the presumptive rates (the rates set forth in Section 5 for traffic below a 3:1 ratio, the rates set forth in Section 6.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

- 6.7 For purposes of this Section 6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as “Billable Traffic” and will be billed in accordance with Section 15.0 below. The Party that transport and terminates more “Billable Traffic” (“Out-of-Balance Carrier”) will, on a monthly basis, calculate the amount of such traffic to be compensated at the FCC’s interim ISP terminating compensation rate set forth in Section 6.2.2 above. The Out-of-Balance Carrier will invoice on a monthly basis the other Party in accordance with the provisions in this Agreement and the FCC’s interim ISP terminating compensation plan.

7. OTHER TELECOMMUNICATIONS TRAFFIC

- 7.1 The compensation arrangements set forth in Sections 5 and 6 of this Appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, (iii) Exchange Services for access or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 7.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer’s physical location and customers in the foreign exchange. “FX Telephone Numbers” (also known as “NPA-NXX” codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional

recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA. FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a bill and keep arrangement. Neither Party will assign a telephone number to an End User where such telephone number is assigned to an exchange in a different LATA than the End User is physically located. To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement.

- 7.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 7.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 3.3) could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 5 and 6 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

FX Traffic
Optional EAS Traffic
IntraLATA Interexchange Traffic
InterLATA Interexchange Traffic
800, 888, 877, ("8YY") Traffic
Feature Group A Traffic
Feature Group D Traffic

- 7.5 The Parties agree that, for the purposes of this Appendix, either Parties' End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 5 and 6 above do not apply. The Agreement's rates, terms and conditions for, FX Traffic, Optional EAS Traffic, 8YY Traffic, Feature Group A Traffic, Feature Group D Traffic, Intra LATA Traffic and/or InterLATA Traffic, whichever is applicable, shall apply.

8. OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS AND SBC TEXAS

- 8.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

- 8.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. LEVEL 3 and SBC ARKANSAS, SBC KANSAS and SBC TEXAS are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 8.3 When LEVEL 3 uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC ARKANSAS, SBC KANSAS or SBC TEXAS end office, LEVEL 3 will pay the charge contained in Appendix Pricing UNE - Schedule of Prices labeled "EAS Additive per MOU". The additives to be paid by LEVEL 3 to SBC ARKANSAS, SBC KANSAS or SBC TEXAS are \$0.024 per MOU for toll-free calls made by a SBC ARKANSAS, SBC KANSAS or SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange and \$0.0355 per MOU for toll free calls made by a SBC ARKANSAS, SBC KANSAS or SBC TEXAS customer to LEVEL 3's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. These additives are reciprocal in nature, and LEVEL 3 is entitled to receive compensation from SBC ARKANSAS, SBC KANSAS or SBC TEXAS if LEVEL 3 agrees to waive charges for its customers who call SBC ARKANSAS, SBC KANSAS or SBC TEXAS optional two-way EAS customers.
- 8.4 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

9. MCA TRAFFIC -- SBC MISSOURI

- 9.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 9.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA

service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as “MCA” service.

- 9.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 9.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission’s final order.
- 9.3 If LEVEL 3 provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SBC SOUTHWEST REGION 5-STATE.

10. PRIMARY TOLL CARRIER ARRANGEMENTS

- 10.1 A Primary Toll Carrier (PTC) is a company that is designated by the state Commission to transport IntraLATA Toll Traffic. The PTC receives end user intraLATA toll traffic revenues and pays and bills originating and terminating access charges. In those SBC-13STATE’s where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE’s applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

11. INTRALATA 800 TRAFFIC

- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other on a monthly basis at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

11.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

12. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing (“MPB”) basis as described below.

12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier’s Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum’s MECOD and MECAB documents, as amended from time to time.

12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function

12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records (“AURs”) to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

12.8 SBC-13STATE and LEVEL 3 agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. RESERVED FOR FUTURE USE.

14. INTRALATA TOLL TRAFFIC COMPENSATION

14.1 For traffic that is correctly rated as intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff but such compensation shall not exceed the compensation contained in an SBC-13STATE's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the SBC-13STATE's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

15. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS, ISP-BOUND AND INTRALATA TOLL TRAFFIC

15.1 In SBC-13STATE each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard recordings made within the terminating carrier's network for 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

15.1.1 Where a terminating LEVEL 3 is not technically capable of billing the originating carrier through the use of terminating records, SBC-13STATE will provide the appropriate originating Category of records.

15.1.2 The decision by LEVEL 3 to utilize terminating recordings does not in any way relieve the obligation of LEVEL 3 to exchange records with other LECs.

- 15.2 In states in which SBC-13STATE has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 6.6 of this Appendix.
- 15.3 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

16. SWITCHED ACCESS TRAFFIC

- 16.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in SBC-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:
- (i) IntraLATA toll Traffic or Optional EAS Traffic from a LEVEL 3 end user that obtains local dial tone from LEVEL 3 where LEVEL 3 is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
 - (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
 - (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

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

- 16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 16.1.1(iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

17. RESERVED FOR FUTURE USE.

18. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 18.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including, but not limited to, the right to elect

- to invoke (to the extent the ILEC has not already elected to offer to exchange traffic pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan as of the Effective Date of this Agreement) on a date specified by SBC-13STATE the FCC's interim ISP terminating compensation plan, after which date ISP-Bound traffic exchanged between the Parties will be subject to Sections 6.0 through 6.6 above.
- 18.2 To the extent SBC-13STATE has not already provided notice of its offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic pursuant to the terms and conditions of the FCC's interim terminating compensation plan in a particular state as of the Effective Date of this Agreement, SBC-13STATE agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the Interconnection Agreement of the date upon which the SBC-13STATE designates that the FCC's ISP terminating compensation plan shall begin in such state. Notwithstanding anything contrary in this Agreement, LEVEL 3 agrees that on the date designated by SBC-13STATE in a particular state, the Parties will begin paying and billing Intercarrier Compensation for ISP-Bound Traffic to each other at the rates, terms and conditions specified in Sections 6.0 through 6.6 above.
- 18.3 SBC-13STATE and LEVEL 3 agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by SBC-13STATE in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 18.4 Should a regulatory agency, court or legislature change or nullify the SBC-13STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SBC-13STATE, LEVEL 3 and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 18.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on

its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

- 18.6 Because of the possibilities in Section 18.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among SBC-13STATE, LEVEL 3, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

APPENDIX ITR
(Interconnection Trunking Requirements)

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	RESERVED FOR FUTURE USE.....	3
3.	ONE-WAY AND TWO-WAY TRUNK GROUPS	3
4.	TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING	4
5.	TRUNK GROUPS	6
6.	FORECASTING RESPONSIBILITIES: <u>SBC-13STATE</u>	14
7.	TRUNK DESIGN BLOCKING CRITERIA: <u>SBC-13STATE</u>	15
8.	TRUNK SERVICING: <u>SBC-13STATE</u>.....	18
9.	TRUNK DATA EXCHANGE: <u>SBC-13STATE</u>	19
10.	NETWORK MANAGEMENT: <u>SBC-13STATE</u>	20
11.	OUT OF EXCHANGE TRAFFIC	21
12.	SWITCHED ACCESS TRAFFIC ERROR! BOOKMARK NOT DEFINED.	

APPENDIX ITR

(Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and LEVEL 3.
- 1.2 This Appendix provides descriptions of the trunking requirements between LEVEL 3 and SBC-13STATE. All references to incoming and outgoing trunk groups are from the perspective of LEVEL 3. The paragraphs below describe the required and optional trunk groups for the exchange of Section 251(b)(5) Traffic, ISP Bound Traffic, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Interconnection Trunk Groups may only be used to transport traffic between the parties End Users.

2. RESERVED FOR FUTURE USE.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 LEVEL 3 shall issue Access Service Requests (ASR) for two-way trunk groups. LEVEL 3 shall issue ASR's for one-way trunk groups, originating at the LEVEL 3 switch. SBC-13STATE shall issue ASRs for one-way trunk groups originating at the SBC-13STATE End Office Switch or Tandem Switch. Exceptions to this are noted below:
 - 3.1.1 Reserved for future use.
 - 3.1.2 LEVEL 3 shall issue ASR's for one-way Busy Line Verification/Emergency Interrupt trunk group.
 - 3.1.3 LEVEL 3 shall issue ASR's for one-way High Volume Call In trunk group as described in section 5.7.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a LEVEL 3 switch and an SBC-13STATE Tandem as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Group(s) for local/ IntraLATA shall be established between a LEVEL 3 switch or LEVEL 3 routing point representing a switch location and an SBC-12STATE Tandem or End Office switch for the exchange of traffic between each Party's End Users only.
 - 3.3.1 These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. For administrative consistency LEVEL 3 will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. SBC-13STATE will use the Trunk Group Service Request (TGSr), as described in

section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

- 3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in SBC-CONNECTICUT, one-way trunking is required to accommodate billing limitations.
- 3.5 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. The Parties agree to the electronic exchange of data as described in Section 9.
- 3.6 The Parties recognize that embedded one-way trunks may exist via end-point meet Interconnection architecture. The Parties may agree to negotiate a transition plan to migrate embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC-13STATE agrees to develop a cutover plan and project manage the cutovers with LEVEL 3 participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 The Parties shall establish POIs according to the requirements of NIM Section 2. SBC-13STATE deploys in its network Local Only Tandem Switches, Local/IntraLATA Tandem Switches (SBC SOUTHWEST REGION 5-STATE only), Access Tandem Switches and Local/Access Tandem Switches. In addition SBC-13STATE deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 4.2 When Tandem trunks are deployed, LEVEL 3 shall connect to all tandems in the LATA in SBC CONNECTICUT, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE where Level 3 Offers Service within the area served by that tandem. If no Local Only Tandem Switch, Local/ IntraLATA Tandem Switch or Local/ Access Tandem Switch exists in the local exchange area in SBC SOUTHWEST REGION 5-STATE, LEVEL 3 shall trunk to all SBC End Offices in the local exchange area where LEVEL 3 Offers Service. LEVEL 3 shall route appropriate traffic (i.e. only traffic to SBC-13STATE End Offices that subtend that Tandem) to the respective SBC-13STATE Tandems on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to LEVEL 3' switches on the trunk groups defined below.

- 4.3 Reserved for future use
- 4.4 Direct End Office trunks terminate traffic from a LEVEL 3 switch to an SBC-13STATE End Office and are not switched at a Tandem location. The Parties shall establish a two-way Direct End Office trunk group (except in SBC-CONNECTICUT where it shall be one-way) when actual or projected End Office traffic requires twenty-four (24) or more Local Interconnection Trunks in a Trunk Group or when no Local Only, Local/IntraLATA or Local/Access Tandem Switch is present in the local exchange. Overflow from either end of the Direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 4.4.1 Direct End Office trunks terminate traffic from a LEVEL 3 switch to an SBC-13STATE End Office.
- 4.4.2 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a Tandem serving area such that the DEOT does not fall below 80% of the total number of trunks that LEVEL 3 has in service in the Tandem serving areas for two consecutive months. This should be achieved within 6 months of new interconnection in a Tandem serving area or within 3 months for existing interconnections. To determine the 80% DEOT to Tandem trunks threshold, the total number of DEOTs will be divided by the total number of trunks LEVEL 3 has in use in the Tandem serving area where LEVEL 3 is interconnected.
- 4.5 All traffic received by SBC-13STATE on the direct End Office trunk group from LEVEL 3 must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office unless SBC does so for itself or for any other party. Where End Office functionality is provided in a remote End Office of a host/remote switch configuration, the Interconnection for that remote End Office is only available at the host switch unless SBC has provisioned such capability in the remote switch. The number of originating telephone number digits to be received by the SBC-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.
- 4.6 Trunk Configuration
- 4.6.1 Trunk Configuration – SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC CONNECTICUT
- 4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls

shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

- 4.6.1.2 The Lucent 1AESS switch is incapable of handling 64CCC traffic. Therefore, all trunk groups established to the 1AESS switches must use Alternate Mark Inversion (AMI).

4.6.2 Trunk Configuration – **SBC CALIFORNIA** and **SBC NEVADA**

- 4.6.2.1 When Interconnecting at **SBC CALIFORNIA/SBC NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 4.6.2.2 When Interconnecting at **SBC CALIFORNIA**'s DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC data and voice traffic must be separate and not combined at **SBC CALIFORNIA**'s 4E Tandems. When **LEVEL 3** establishes new trunk groups to carry combined voice and data traffic from **SBC CALIFORNIA**'s DMS Tandems, **LEVEL 3** may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists **LEVEL 3** may transition to combined voice and data trunking as a major project, subject to mutual agreement between **LEVEL 3** and **SBC CALIFORNIA**, which agreement will include consideration of the CLEC handbook on **SBC CALIFORNIA**'s CLEC website. In all cases, **LEVEL 3** will be required to disconnect existing voice-only trunk groups as existing 64CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **SBC CALIFORNIA** does for itself, any other CLEC or an IXC, **LEVEL 3**'s, or itself for 64CCC trunks.

5. TRUNK GROUPS

- 5.1 The following trunk groups shall be used to exchange various types of traffic between **LEVEL 3** and **SBC-13STATE**.
- 5.2 **SBC SOUTHWEST REGION 5-STATE** Local Interconnection Trunk Group(s) in each Local Exchange Area: where Level 3 Offers Service
 - 5.2.1 A Two-way Local Only Trunk Group(s) shall be established between **LEVEL 3**'s switch and each **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local exchange area.

- 5.2.2 A two-way Local Interconnection Trunk Group(s) shall be established between **LEVEL 3** switch and each **SBC SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem Switch or Local/Access Tandem Switch in the local exchange area.
- 5.2.3 **SBC SOUTHWEST REGION 5-STATE** may initiate one-way or two-way IntraLATA trunk groups to **LEVEL 3** where required to provide trunk switch port relief in **SBC SOUTHWEST REGION 5-STATE** Tandems when a community of interest is outside the local exchange area in which **LEVEL 3** is interconnected.
- 5.2.4 Where traffic from **LEVEL 3**'s switch to an **SBC SOUTHWEST REGION 5-STATE** End Office Switch exceeds 24 trunks in an average time consistent busy hour, a Local Interconnection Trunk Group shall also be established to the **SOUTHWEST REGION 5-STATE** End Office Switch as described in Sections 4.4 and 4.5.
- 5.2.5 A Local Interconnection Trunk Group shall be established from **LEVEL 3**'s switch to each **SBC SOUTHWEST REGION 5-STATE** End Office Switch in a local exchange area that has no Local Only Tandem Switch, Local/IntraLATA Tandem Switch or Local/Access Tandem Switch.
- 5.2.6 When **SBC SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch in the local exchange area and a Local/IntraLATA, Local/Access, and/or Access Tandem Switch that serves the same local exchange area, a two-way trunk group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Local/IntraLATA, Local/Access, or Access Tandem Switch. In addition, a two-way Local Only Trunk Group shall be established from the **LEVEL 3** switch to the **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem switch.
- 5.2.7 When **SBC SOUTHWEST REGION 5-STATE** has a Local/Access Tandem Switch in a local exchange area, a two-way Local Interconnection Trunk Group shall be established.
- 5.2.8 When **SBC SOUTHWEST REGION 5-STATE** has more than one combined Local/Access Tandem Switch in a local exchange area, a two-way Local Interconnection Trunk Group shall be established to each **SBC SOUTHWEST REGION 5-STATE** Local/Access Tandem Switch that the Parties may mutually agree upon.

- 5.2.9 When SBC SOUTHWEST REGION 5-STATE has more than one Local/Access Tandem Switch combined local/Access Tandem in a local exchange area, a two-way Local Interconnection Trunk Group shall be established to each SBC SOUTHWEST REGION 5-STATE Local/Access Tandem Switch(es) that the Parties may mutually agree upon.
- 5.3 Local Interconnection Trunk Group(s) in each LATA: SBC MIDWEST REGION 5-STATE, SBC CONNECTICUT, SBC CALIFORNIA and SBC NEVADA
- 5.3.1 Tandem Trunking - Single Tandem LATAs
- 5.3.1.1 Where SBC CALIFORNIA, SBC NEVADA or SBC MIDWEST REGION 5-STATE has a single Local/IntraLATA, Local/Access Tandem or Access Tandem Switch in a LATA, the Parties shall establish a single Local Interconnection Trunk Group for calls destined to or from all **SBC** End Offices that subtend the Tandem within that LATA.
- 5.3.2 Tandem Trunking – Multiple Tandem LATAs
- 5.3.2.1 Where SBC CALIFORNIA, SBC NEVADA, SBC CONNECTICUT or SBC MIDWEST REGION 5-STATE has more than one Access Tandem Switch and/or Local/IntraLATA Tandem Switch in a LATA, the Parties shall establish a single Local Interconnection Trunk Group at every SBC CALIFORNIA, SBC NEVADA, SBC CONNECTICUT or SBC MIDWEST REGION 5-STATE Tandem(s) where LEVEL 3 Offers Service within the area served by that tandem for calls destined to or from all **SBC** End Offices that subtend each Tandem in the LATA.
- 5.3.3 Direct End Office Trunking
- 5.3.3.1 The Parties shall establish direct End Office primary high usage Local Interconnection Trunk Groups for the exchange of traffic where actual or projected traffic demand exceeds one DS1's worth of traffic for three (3) consecutive months as measured during the busy hour.
- 5.4 Meet Point Trunk Group: SBC-13STATE
- 5.4.1 Meet Point Trunk Groups will be established for the transmission and routing of traffic between LEVEL 3's End Users and Interexchange Carriers via SBC-13STATE Access or Local/Access Tandem Switches. Traffic sent to or received from Interexchange Carriers shall be transported between LEVEL 3 and the SBC-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group.

- 5.4.2 Meet Point Trunk Groups shall be set up as two-way and will utilize SS7 signaling, except multi-frequency (“MF”) signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 5.4.3 When SBC-13STATE has more than one Local/Access Tandem or Access Tandem Switch in a local exchange area or LATA, LEVEL 3 need only establish Meet Point Trunk Groups to those tandems where LEVEL 3 elects to home its NXX code(s) in the LERG.
- 5.4.4 In SBC-13STATE where there is more than one Local/Access Tandem or Access Tandem Switch in a LATA, and LEVEL 3 had previously established a Meet Point Trunk Group to a SBC-13STATE Local/Access Tandem or Access Tandem Switch and a constrained Local/Access Tandem or Access Tandem Switch condition exist as to such Tandems, the Parties agree to develop a mutually acceptable plan to establish a Meet Point Trunk Group to relieve the constrained tandem condition.
- 5.4.5 FOR SBC CALIFORNIA ONLY: LEVEL 3 will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). LEVEL 3 is not required, however, to home codes by the sector designations. LEVEL 3 also agrees to locate at least one Local Routing Number (LRN) per home Tandem if LEVEL 3 ports any telephone numbers to its network from a community currently homing on that Tandem.
- 5.4.6 SBC-13STATE: For each NXX code used by either Party, the Party to whom the NXX is assigned by the relevant numbering administrator is responsible for the network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service within the NXX code.
- 5.4.7 SBC-13STATE will not block traffic delivered to any SBC-13STATE Tandem for completion on LEVEL 3’s network or delivered from LEVEL 3 to SBC-13STATE for completion on SBC-13STATE’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 any SBC-13STATE Local Access Tandem or Access Tandem Switch that LEVEL 3 subtends in each LATA. In no event will SBC-13STATE be required to switch such traffic through more than one Tandem for connection to/from switched access customers. SBC-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that LEVEL 3 directs to the switched access customer when that customer has refused to accept such traffic.

- 5.4.8 LEVEL 3 shall provide and SBC-13STATE shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, SBC-13STATE will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.
- 5.5 800/(8YY) Traffic: SBC-13STATE
- 5.5.1 If Either Party chooses the Other Party to handle 800/(8YY) database queries from its switches, all LEVEL 3 originating 800/(8YY) traffic may be routed over the Meet Point Trunk Group except that to the extent that an 8YY originated number is local to the point of origination that call may be routed over a local trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and LEVEL 3 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SBC-13STATE Tandem switch.
- 5.5.2 All originating Toll Free Service (800/8YY) calls for which LEVEL 3 requests that SBC-13STATE perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 LEVEL 3 may handle its own 800/8YY database queries from its switch. If so, LEVEL 3 will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, LEVEL 3 will route the post-query local or IntraLATA converted ten-digit local number to SBC-13STATE over the Local Interconnection Trunk Group. In such case LEVEL 3 is to provide an 800/8YY billing record when appropriate. 8YY calls to numbers that are local to the point where the traffic is handed off will be rated as local. If the query reveals the call is an InterLATA 800/8YY number, LEVEL 3 will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to SBC-13STATE's Local/Access Tandem or Access Tandem or its equivalent. Each Party will route calls to the other party over the appropriate trunk groups within the LATA in which the calls originate.

- 5.5.4 All post-query Toll Free Service (800/8YY) calls for which **LEVEL 3** performs the SSP function, if delivered to **SBC-13STATE** shall be delivered using GR-394 or other mutually agreeable format over the Meet Point Trunk Group or other designated Trunk Group for Circuit-Switched calls destined to IXCs. All post-query Toll Free Service (800/8YY) calls for which **LEVEL 3** performs the SSP function, if delivered to **SBC-13STATE** shall be delivered using the GR-317 format over the Local Interconnection Trunk Group for delivery to SBC End Offices directly subtending the Tandem.
- 5.6 **E911 Trunk Group**
- 5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which **LEVEL 3** offers exchange service. **LEVEL 3** will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. **LEVEL 3** shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 switch.
- 5.6.2 In **SBC CONNECTICUT** only, **LEVEL 3** will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires **LEVEL 3** to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by **LEVEL 3**. **LEVEL 3** will have administrative control for the purpose of issuing ASRs.
- 5.6.3 **LEVEL 3** and **SBC-13STATE** will cooperate to promptly test all 9-1-1 trunks and facilities between **LEVEL 3** network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. **LEVEL 3** will not turn-up live traffic until successful testing is completed by both Parties and therefore **SBC-13STATE** and **LEVEL 3** both agree to use best efforts to complete testing as soon as is reasonably possible once **LEVEL 3** has requested interconnection at the **SBC-13STATE** 9-1-1 Tandem.
- 5.7 **High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: SBC-12STATE**
- 5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk

group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection trunk groups. **LEVEL 3** will have administrative control for the purpose of issuing ASRs on this trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows

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

5.7.3 If **LEVEL 3** should acquire an HVCI/Mass Calling customer, *e.g.*, a radio station, **LEVEL 3** shall notify SBC-12STATE at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC-12STATE HVCI/Mass Calling Serving Office to **LEVEL 3**'s customer's serving office. **LEVEL 3** will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If **LEVEL 3** finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, **LEVEL 3** may request a meeting to coordinate with SBC-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that **LEVEL 3** establishes a new choke NXX, **LEVEL 3** may notify SBC-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC-12STATE will perform the necessary translations in its End Offices and Tandem(s) and **LEVEL 3** will issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the SBC-12STATE Public Response HVCI/Mass Calling Network Access Tandem to **LEVEL 3**'s choke serving office.

- 5.7.5 In **SBC CONNECTICUT**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize “call gapping” as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 36 Network Maintenance and Management of the General Terms and Conditions.
- 5.8 Operator Services/Directory Assistance Trunk Group(s)
- 5.8.1 If **SBC-13STATE** agrees to provide Inward Assistance Operator Services for **LEVEL 3**, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.
- 5.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for **LEVEL 3** the following trunk groups are required:
- 5.8.2.1 Directory Assistance (DA)
- 5.8.2.1.1 **LEVEL 3** may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** OPERATOR SERVICES Tandem in the LATA for the NPA **LEVEL 3** wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). **LEVEL 3** will have administrative control for the purpose of issuing ASR’s on this one-way trunk group.
- 5.8.2.2 Directory Assistance Call Completion (DACC)
- 5.8.2.2.1 Where **LEVEL 3** contracts for DA services SBC will also permit it to contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). **LEVEL 3** will have administrative control for the purpose of issuing ASR’s on this one-way trunk group.
- 5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)
- 5.8.2.3.1 When **SBC-13STATE**’s operator is under contract to verify the busy status of **LEVEL 3** End Users, **SBC-**

13STATE will utilize a segregated one-way with MF signaling trunk group from SBC-13STATE's Operator Services Tandem to LEVEL 3 switch. LEVEL 3 will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from LEVEL 3 switch to SBC-13STATE's OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. LEVEL 3 will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

5.8.2.5.1 LEVEL 3 will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

5.8.2.6.1 If LEVEL 3 chooses SBC-13STATE to provide either OS and/or DA, then LEVEL 3 agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. **FORECASTING RESPONSIBILITIES: SBC-13STATE**

6.1 LEVEL 3 agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-13STATE shall review this forecast and if it has any additional information that will change the forecast it shall provide this information to LEVEL 3. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification

(CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum.

6.2 The semi-annual forecasts shall include:

- 6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem Local Interconnection Trunk Groups and Meet Point Trunk Groups and End Office Local Interconnection trunks), for a minimum of three (current plus 2 future) years; and
 - 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.
- 6.3 **LEVEL 3** shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting and servicing the one way trunk groups terminating to **LEVEL 3** and **LEVEL 3** shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.
- 6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7. **TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE**

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent

average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: SBC-13STATE

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **LEVEL 3** will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **SBC CONNECTICUT** where one-way trunks will be provisioned, **SBC CONNECTICUT** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to **LEVEL 3**. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service
 - 8.3.1 In A Blocking Situation (Over-utilization)

- 8.3.1.1 In a blocking situation **LEVEL 3** is responsible for issuing an ASR on all two-way trunk groups and one-way **LEVEL 3** originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. **LEVEL 3** will issue an ASR within three (3) days after receipt and review of the TSGR, **LEVEL 3** will note "Service Affecting" On the ASR.
- 8.3.1.2 In a blocking situation **SBC-13STATE** is responsible for issuing an ASR on one-way **SBC-13STATE** originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **LEVEL 3** will issue a TSGR. **SBC-13STATE** will issue an ASR within three (3) days after receipt and review of the TSGR. **SBC-13 STATE** will note "Service Affecting" on the ASR.
- 8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TSGR is sent to **LEVEL 3** for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route. If a Direct Final Direct End Office trunk group is at 75% utilization, a TSGR is sent to **LEVEL 3** with a recommendation to augment that trunk group.

8.3.2 Underutilization

- 8.3.2.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.3.2.1.1 If a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
- 8.3.2.1.2 If a Direct Final Direct EO trunk group in a serving area where there is no Local Tandem is under sixty-five percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive month period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less

than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

- 8.3.2.1.3 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days after receipt of the TGSR.
 - 8.3.2.1.4 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
 - 8.3.2.1.5 If **SBC-13STATE** does not receive an ASR, or if **LEVEL 3** does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact **LEVEL 3** to schedule a joint planning discussion. If **LEVEL 3** will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.
- 8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 8.4.1 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
- 8.5 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and **LEVEL 3** 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.
- 8.6 Due dates for the installation of Local Interconnection and Meet Point Trunk Groups covered by this Appendix shall be based on each of **SBC-13STATE**'s intrastate Switched Access intervals. If **LEVEL 3** is unable to or not ready to perform Acceptance Tests, or is unable to accept the trunks by the due date, **LEVEL 3** will provide a requested revised service due date that is no more than thirty (30) calendar

- days beyond the original service due date for which **SBC-13STATE** has issued a Firm Order Confirmation (“FOC”). If **LEVEL 3** requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by **LEVEL 3**. Should **LEVEL 3** fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.
- 8.7 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of **LEVEL 3**.
- 8.8 **TRUNK SERVICING – SBC SOUTHWEST REGION 5-STATE** Exceptions
- 8.8.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in Section 8.6. Incoming orders will be screened by **SBC SOUTHWEST REGION 5-STATE** trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.
- 8.9 **Projects-Tandem Rehomes/Switch Conversion/Major Network Projects**
- 8.9.1 **SBC-13STATE** will advise **LEVEL 3** of all projects significantly affecting **LEVEL 3** trunking. Such projects may include Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. **SBC-13 STATE** will follow with a Trunk Group Service Request (TGSR) approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each **LEVEL 3** trunk group and will specify the required **LEVEL 3** ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9. **TRUNK DATA EXCHANGE: SBC-13STATE**

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but

- at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.
- 9.3 A trunk group utilization report (TIKI) is available at no charge upon request. The report is provided in a MS-Excel format.

10. NETWORK MANAGEMENT: SBC-13STATE

10.1 Restrictive Controls

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **LEVEL 3** and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

- 10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

- 10.3.1 **LEVEL 3** and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic attached to this Agreement.

12. SWITCHED ACCESS TRAFFIC.

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a **LEVEL 3** end user that obtains local dial tone from **LEVEL 3** where **LEVEL 3** is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

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

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

**APPENDIX LAWFUL UNES
(LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)**

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. TERMS AND CONDITIONS.....	5
3. ACCESS TO LAWFUL UNE CONNECTION METHODS	19
4. ADJACENT LOCATION	20
5. INTENTIONALLY LEFT BLANK.....	21
6. BONA FIDE REQUEST	22
7. NETWORK INTERFACE DEVICE	26
8. LAWFUL UNE LOCAL LOOP	27
9. LAWFUL UNE SUBLOOPS	30
10. ENGINEERING CONTROLLED SPLICE (ECS)	39
11. LOCAL SWITCHING	40
12. SHARED TRANSPORT	41
13. DEDICATED TRANSPORT	41
14. DEDICATED TRANSPORT AND LOOP DARK FIBER.....	42
15. INTENTIONALLY LEFT BLANK.....	42
16. CALL-RELATED DATABASES.....	42
17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS	42
18. CROSS CONNECTS.....	43
19. PROVISIONS/MAINTENANCE OF LAWFUL UNES	44
20. RESERVATION OF RIGHTS	46

APPENDIX LAWFUL UNES
(LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Lawful UNES 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 lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). 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 directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

- 1.9 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 SBC ARKANSAS - As used herein, SBC ARKANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 SBC CALIFORNIA - As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 SBC CONNECTICUT - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 SBC KANSAS - As used herein, SBC KANSAS means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 SBC ILLINOIS - As used herein, SBC ILLINOIS means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 SBC INDIANA - As used herein, SBC INDIANA means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 SBC MICHIGAN - As used herein, SBC MICHIGAN means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.17 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 SBC MISSOURI - As used herein, SBC MISSOURI means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 SBC OHIO - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 SBC OKLAHOMA - As used herein, SBC OKLAHOMA means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.

- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **SBC-13STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that **SBC-13STATE** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as “**Lawful UNEs.**”
- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “**Declassified.**”
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified, upon or by (a) the issuance of the mandate in *United States Telecom Association v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“USTA I”); or (b) operation of the *Triennial Review Order* released by the FCC in CC Docket Nos. 01-338, 96-98 and 98-147, FCC 03-36, 18 FCC Rcd 16978 (rel. Aug. 21, 2003), as modified by the Errata issued by the FCC in that same proceeding, FCC 03-227, 18 FCC Rcd 19020 (rel. Sept. 17, 2003) (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003, including rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance

of the mandate in the D.C. Circuit Court of Appeals' decision, *United States Telecom Association v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that SBC-13STATE is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act. By way of example only, a network element can cease to be a Lawful UNE or be Declassified on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, Section 2.5 "Transition Procedure" shall apply.

2.1.2.1 By way of example only, and without limitation, network elements that have been Declassified and are not provided under this Agreement include at least the following: (i) entrance facilities; (ii) dedicated transport, at any level, including but not limited to DSO, OCn, DS1, DS3, or Dark Fiber Transport ; (iii) Local Switching (as defined in Section 11 of this Appendix); (iv) OCn Loops, DS1 or DS3 Loops, or Dark Fiber Loops; (v) the Feeder portion of the Loop; (vi) Line Sharing; (vii) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with CLEC's use of SBC-13STATE's Lawful ULS (as no Local Switching constitutes Lawful UNE Local Switching, SBC-13STATE is not obligated to provide, and CLEC shall not request such Call-Related Databases, other than the 911 and E911 databases, under this Agreement); (viii) SS7 signaling that is not provisioned in connection with CLEC's use of SBC-13STATE's Lawful ULS (as no Local Switching constitutes Lawful UNE Local Switching, SBC-13STATE is not obligated to provide, and CLEC shall not request, SS7 signaling under this Agreement) ; (ix) Packet switching, including routers and DSLAMs; (x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xi) Fiber-to-the-Home Loops (as defined in 47 CFR § 51.319(a)(3)) ("FTTH Loops"), except to the extent that SBC-13STATE 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-13STATE will provide nondiscriminatory access to a transmission path capable of voice grade service over the FTTH loop on an unbundled basis.

2.1.2.2 Additional network elements that may be Declassified and be subject to this Section 2.1 include any element or class of elements as to which a general determination is made that requesting Telecommunications Carriers are not impaired without access to such element or class of elements.

2.1.2.3 At a minimum, at least the items set forth in this Section 2.1 shall not constitute Lawful UNEs under this Agreement.

- 2.1.3 It is the Parties' intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "Lawful," the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that SBC-13STATE is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then SBC-13STATE shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by SBC-13STATE that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that SBC-13STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that SBC-13STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving SBC-13STATE network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 Transition Procedure. SBC-13STATE shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-13STATE will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC-13STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the SBC-13STATE notice letter referenced in this Section 2.5. SBC-13STATE

reserves the right to audit the CLEC orders transmitted to **SBC-13STATE** and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and **SBC-13STATE**'s rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the element(s) identified in the **SBC-13STATE** notice, including the combination or other arrangement in which the element(s) were previously provided:

- (a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (b) **SBC-13STATE** and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and **SBC-13STATE** have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then **SBC-13STATE** may, at its sole option, disconnect the 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.

2.5.1 The provisions set forth in this Section 2.5 "Transition Period" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 "Transition Period" to be implemented or effective as provided above. Further, Section 2.5 "Transition Period" governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, 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.

2.5.2 Notwithstanding anything in this Agreement or in any Amendment, **SBC-13STATE** shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNES or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving **SBC-13STATE** network elements that do not constitute Lawful UNES, or where Lawful UNES are not requested for permissible purposes.

- 2.6 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to Lawful UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).
- 2.7 **SBC-13STATE** will provide CLEC nondiscriminatory access to Lawful UNEs (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
- 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
- 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307(c));
- 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
- 2.7.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to Lawful UNEs (47 CFR § 51.307(e));
- 2.7.6 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 § 51.309(a));
- 2.7.7 Where applicable, terms and conditions of access to Lawful UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b));
- 2.7.8 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));
- 2.7.9 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested Lawful UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any Lawful UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other **SBC-13STATE** offering(s).
- 2.8 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 **SBC-13STATE** will maintain, repair, or replace Lawful UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what **SBC-13STATE** provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.12 Lawful UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.13 Performance of Lawful UNEs

2.13.1 Each Lawful 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.

2.13.2 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 47 CFR § 51.325.

2.13.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for Lawful UNEs 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.

2.13.4 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.

2.14 Conditions for Access to Lawful UNEs

2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **SBC-13STATE** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC-13STATE** shall constitute material breach of this Agreement.

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

2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (Lawful or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

2.15 New Combinations Involving Lawful UNEs

2.15.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S.

467(May 13, 2002) (“*Verizon Comm. Inc.*”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that **SBC-13STATE** might offer pursuant to Section 271 of the Act.

2.15.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, **SBC-13STATE** shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.

2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.

2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:

2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved

by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNEs and combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.

2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service

requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 2.15.3.4 Upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by **SBC-13STATE** under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC-13STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an **SBC-13STATE** Lawful UNE and the lawful network element(s) possessed by CLEC.
- 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by **SBC-13STATE** under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.
- 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.16 apply only in situations where each of the following is met:

- 2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;
 - 2.15.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
 - 2.15.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
 - 2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network; and
 - 2.15.5.5 CLEC is
 - 2.15.5.5.1 unable to make the combination itself; or
 - 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
 - 2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:
 - 2.15.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
 - 2.15.6.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
 - 2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.
- 2.16 Conversion of Wholesale Services to Lawful UNEs

With the issuance of the Court's mandate in *USTA II*, and in the absence of lawful and effective FCC rules or orders requiring conversion of special access services to combinations of Lawful UNE Loop(s) and Lawful UNE Dedicated Transport(s), **SBC-13STATE** is not obligated to and shall not perform such conversions, and CLEC shall not request such conversions. If lawful and effective FCC rules or orders require such conversions, and for all other conversion requests the following shall apply:

- 2.16.1 Upon request, **SBC-13STATE** shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, meets the eligibility criteria that may be applicable for such conversion. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)

- 2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.16.3 **SBC-13STATE**'s may charge applicable service order charges and record change charges.
- 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.
- 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), **SBC-13STATE** may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an **SBC-13STATE** service.
- 2.16.5.2 **SBC-13STATE** may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 2.16.6 In requesting a conversion of an **SBC-13STATE** service, CLEC must follow the guidelines and ordering requirements provided by **SBC-13STATE** that are applicable to converting the particular **SBC-13STATE** service sought to be converted.
- 2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects **SBC-13STATE**'s ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.
- 2.17 **Commingling**
- 2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE**, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingled" means the act of commingling.
- 2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

- 2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC-13STATE offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 2.17.1.3 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, SBC-13STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.17.1.4 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that SBC might offer pursuant to Section 271 of the Act.
- 2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, SBC-13STATE shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC-13STATE to the extent required by FCC rules and orders.
- 2.17.3 Upon request, and subject to this Section 2, SBC-13STATE shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC-13STATE (as well as requests where CLEC also wants SBC-13STATE to complete the actual Commingling), except that SBC-13STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) the CLEC is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC-13STATE would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC-13STATE's network. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, SBC-13STATE's obligation to commingle ceases if SBC-13STATE informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.18.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from SBC-13STATE are available to CLEC, including without limitation:
- 2.17.3.1.1 at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;

- 2.17.3.1.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(i) shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.17.3(i) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for **SBC-13STATE** to perform the functions necessary to Commingle (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.17.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** sought to be Commingled and the needed location(s), the order in which such Lawful UNEs, such combinations of Lawful UNEs, and such facilities and services are to be Commingled, and how each connection (*e.g.*, cross-connected) is to be made between them.
- 2.17.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by **SBC-13STATE** under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.
- 2.17.5 **SBC-13STATE** shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **SBC-13STATE** shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a

Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

- 2.17.7 In the event that Commingling involves **SBC-13STATE** performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), and including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, **SBC-13STATE** shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **SBC-13STATE**.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, **SBC-13STATE**'s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **SBC-13STATE** offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.19 **SBC-13STATE** will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNEs.
- 2.20 The Parties intend that this Appendix Lawful UNEs contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNEs from **SBC-13STATE**. Accordingly, except as may be specifically permitted by this Appendix Lawful UNEs, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **SBC-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **SBC-13STATE** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-13STATE** may process any such order as being submitted under this Appendix UNE and, further, may convert any element provided under tariff, to this Appendix UNE, effective as of the

later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

3.1 Subject to Section 2 of this Appendix Lawful UNEs, SBC-13STATE shall provide Access to Lawful UNE Connection Methods under the following terms and conditions.

3.2 This Section describes the connection methods under which SBC-13STATE agrees to provide CLECs with access to Lawful UNE Local Loops and the conditions under which SBC-13STATE makes these methods available. These methods provide CLEC access to multiple SBC-13STATE Lawful UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to Lawful UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine Lawful UNE Local Loops within a requested SBC-13STATE Central Office.

3.2.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE Lawful UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.

3.2.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE Lawful UNEs that require cross connection to the CLEC's Lawful UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE Lawful UNEs to the CLEC's Lawful UNE frame that is located outside the SBC-13STATE Central Office where the Lawful UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

3.3 The following terms and conditions apply to Methods 2 and 3 when SBC-13STATE provides access to Lawful UNEs pursuant to Sections 3.2.1. 2 and 3.2.1.3:

3.3.1 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.

3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

- 3.3.3 CLEC shall refer trouble sectionalized in the **SBC-13STATE** Lawful UNE to **SBC-13STATE**.
- 3.3.4 Prior to **SBC-13STATE** providing access to Lawful UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful UNEs when CLEC combines or disconnects Lawful UNEs.
- 3.3.6 CLEC shall designate each Lawful UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
- 3.3.7 **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.
- 3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Lawful UNEs.
 - 3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** Lawful UNEs will be made on an individual case basis (ICB).
 - 3.3.8.2 **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 Consistent with Section 2.1 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Adjacent Location provision under the following terms and conditions.
- 4.2* This Section describes the Adjacent Location Method for accessing Lawful UNEs. This Section also provides the conditions in which **SBC CALIFORNIA** offers the Adjacent Location Method.
- 4.3* The Adjacent Location Method allows a CLEC to access loops for a CLEC location adjacent to a **SBC CALIFORNIA** Central Office as identified by **SBC CALIFORNIA**. Under this method **SBC CALIFORNIA** Lawful 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.
- 4.4* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **SBC CALIFORNIA** Central Office. The CLEC shall provide enough slack for **SBC CALIFORNIA** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.5* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.

- 4.6* The following terms and conditions apply when **SBC CALIFORNIA** provides the adjacent location:
- 4.6.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.7* 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.
- 4.8* The CLEC will provide the excess cable length necessary to reach the **SBC CALIFORNIA** IDF in the **SBC CALIFORNIA** Central Office where CLEC requests connection.
- 4.9* The CLEC will be responsible for testing and sectionalization of facilities from the End User's location to the entrance manhole.
- 4.10* The CLEC should refer any sectionalized trouble determined to be in **SBC CALIFORNIA**'s facilities to **SBC CALIFORNIA**.
- 4.11*The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **SBC CALIFORNIA** (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.
- 4.12*In order for **SBC CALIFORNIA** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **SBC CALIFORNIA** 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.
- 4.13*The CLEC will retain all assignment control. **SBC CALIFORNIA** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **SBC CALIFORNIA** frame.
- 4.14*The CLEC will pay Time and Materials charges when **SBC CALIFORNIA** dispatches personnel and failure is in the CLEC's facility.
- 4.15***SBC CALIFORNIA** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **SBC CALIFORNIA** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.16*Prior to **SBC CALIFORNIA** providing the Adjacent Location Method in this Appendix, the CLEC and **SBC CALIFORNIA** shall provide each other with a single point of contact for overall coordination.
- 4.17*The Adjacent Location Method of Accessing Lawful UNEs only allows for copper cable termination.

5. INTENTIONALLY LEFT BLANK

6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, SBC-13STATE shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the SBC-10STATE and SBC NEVADA Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the SBC CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the SBC CALIFORNIA 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 6 (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.

6.3 Item I

SBC-10STATE, SBC NEVADA Bona Fide Request Process

- 6.3.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request SBC-10STATE, SBC NEVADA to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by SBC-10STATE, SBC NEVADA but that is not available under this Agreement at the time of CLEC’s request.
- 6.3.2 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.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by SBC-10STATE, SBC NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-10STATE, SBC NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-10STATE, SBC NEVADA’s preliminary evaluation costs, in which case SBC-10STATE, SBC NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-10STATE, SBC NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).

- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and SBC-10STATE, SBC NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-10STATE, SBC 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.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-10STATE, SBC NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-10STATE, SBC 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.
- 6.3.7 SBC-10STATE, SBC NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-10STATE, SBC 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-10STATE, SBC NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR SBC-10STATE, SBC NEVADA will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that SBC-10STATE, SBC NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-10STATE, SBC NEVADA will not offer the Request. If SBC-10STATE, SBC NEVADA indicates it will not offer the Request, SBC-10STATE, SBC 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 for a Lawful UNE, or is otherwise not required to be provided by SBC-10STATE, SBC NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.
- 6.3.9 If the Preliminary Analysis indicates that SBC-10STATE, SBC NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-10STATE, SBC 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-10STATE, SBC 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-10STATE, SBC NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-10STATE, SBC NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-10STATE, SBC NEVADA shall provide to CLEC a BFR Quote.
- 6.3.11 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-10STATE, SBC 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 the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If SBC-10STATE, SBC 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-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.13 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 forth in the General Terms and Conditions section of this Agreement.

6.4* **Item II**

SBC CONNECTICUT Bona Fide Request Process

- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to SBC CONNECTICUT, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:
 - 6.4.2.1 The Lawful UNEs 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.
 - 6.4.2.2 The Lawful UNEs 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.

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
- 6.4.2.4 If the request is covered by one of the conditions listed above, **SBC CONNECTICUT** will make these items generally available.
- 6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for **SBC CONNECTICUT** to prepare the Preliminary Analysis.
- 6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SBC CONNECTICUT** after **SBC CONNECTICUT** 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 **SBC CONNECTICUT** 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 **SBC CONNECTICUT** receives the written notice of cancellation from CLEC. However, if **SBC CONNECTICUT** 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 **SBC CONNECTICUT** or the estimate in the BFR Quote plus twenty percent (20%).
- 6.4.5 Section 6.3.7 is amended as follows: **SBC CONNECTICUT** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC CONNECTICUT** 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 **SBC CONNECTICUT** has received a complete and accurate BFR Application Form.
- 6.4.6 **SBC CONNECTICUT** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 6.4.7 For **SBC CONNECTICUT**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

SBC CALIFORNIA Bona Fide Request Process

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:
- 6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request (“BFR”) is the process by which CLEC may request **SBC CALIFORNIA** to provide CLEC access to an additional or new, undefined Lawful UNE.
- 6.5.3 Interconnection arrangement, or other (a “Request”), that is required to be provided by **SBC CALIFORNIA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.
- 6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC CALIFORNIA** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **SBC CALIFORNIA** will offer the request. The Preliminary Analysis provided by **SBC CALIFORNIA** will include cost categories (material, labor and other) and high level costs for the request. **SBC CALIFORNIA** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 6.5.6 If the BFR is denied, **SBC CALIFORNIA** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If **SBC CALIFORNIA** refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, **SBC-13STATE** shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to **SBC-13STATE**’s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the

End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).

- 7.3 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s Lawful UNE NID where necessary.
- 7.6 The **SBC-12STATE** Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by **SBC-12STATE** to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.
- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with **SBC-12STATE**'s Lawful UNE NID, can disconnect the End User's wiring from **SBC-12STATE**'s Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, **SBC-12STATE** will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to the other terms and conditions of this Appendix, **SBC-13STATE** shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 A Lawful UNE Local Loop is a transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. **SBC-13STATE** will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that **SBC-13STATE** shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned

and controlled by **SBC-13STATE**. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing) for purposes of the deployment of xDSL-based technologies as more specifically provided in the xDSL and Line Splitting Appendix to, or elsewhere in, this Agreement. Lawful UNE Local Loops are copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines], as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services. The terms and conditions for 2-wire and 4-wire xDSL loops are set forth in the xDSL and Line Splitting Appendix to, or elsewhere in this Agreement where xDSL loops are addressed. xDSL loops are not covered under this Appendix Lawful UNEs). CLEC agrees to operate each Lawful UNE Local Loop type within applicable technical standards and parameters.

- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that the Lawful UNE Local Loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to **SBC-13STATE** via the BFR process set forth in Section 6 "Bona Fide Request," and CLEC shall be required to pay **SBC-13STATE** for any HVPE that is provisioned by **SBC-13STATE** to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loop will be provided at the rates, terms, and conditions set forth in this Appendix (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**):
- 8.3.1 2-Wire Analog Lawful UNE Local Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE Local Loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested Lawful UNE Local Loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE Local Loop at no additional charge to CLEC. If, however, no spare Lawful UNE Local Loop is available, as defined above, **SBC-12STATE** will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.
- 8.3.2 4-Wire Analog Lawful UNE Local Loop
- 8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to

3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

8.3.3 2-Wire Digital Lawful UNE Local Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

8.3.4 As no other type of loop constitutes a Lawful UNE loop (other than 2-wire and 4-wire xDSL loops provided for elsewhere in this Agreement), **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of loop, including, but not limited to DS1, DS3 or higher capacity loops, or dark fiber loops. CLEC shall not request such loops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a loop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the loop(s) has been provided to CLEC, discontinue providing such loop(s) (including any combination(s) including that loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such loop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

8.4 Intentionally Left Blank.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own retail customers where there are no additional charges or minimum term commitments. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **SBC-13STATE** does for its own retail customers. Routine network modifications may entail activities such as

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

- 8.5.3 Routine network modifications do not include constructing new loops; installing new cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; removing or reconfiguring packetized transmission facility; or the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.
- 8.5.4 SBC-13STATE shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC-13STATE's retail customers.
- 8.5.5 This Agreement does not require SBC-13STATE to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC-13STATE has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; nor does this Agreement prohibit SBC-13STATE from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC-13STATE complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).
- 8.5.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC CONNECTICUT).

9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 SBC-12STATE will provide Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, SBC CONNECTICUT does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of SBC-12STATE's Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond SBC-12STATE's central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which SBC-12STATE's owns and controls inside the End User premises.

9.3 Definitions pertaining to the Lawful UNE Subloop

- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 “Dead Count” refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 “Demarcation Point” is defined as the point on the loop where the ILEC’s control of the wire ceases and the subscriber’s control (or on the case of some multiunit premises, the landlord’s control) of the wire begins.
- 9.3.4 “Digital Lawful UNE Subloop” may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport.
- 9.3.5 “Distribution Cable” is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC’s network.
- 9.3.6 “MTE” for the purpose of Term To NID Lawful UNE Subloop. “MTE” is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
- 9.3.8 “SAI/FDI-to-Term Lawful UNE Subloop” is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 “SAI/FDI-to-NID Lawful UNE Subloop” is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user’s premise.
- 9.3.10 “SPOI” is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, **SBC-12STATE** will construct a SPOI only to those multiunit premises where **SBC-12STATE** has distribution facilities to the premises and **SBC-12STATE** either owns, controls, or leases the inside wire, if any, at such premises. If **SBC-12STATE** has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. **SBC-12STATE**’s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 “Term-to-NID Lawful UNE Subloop” is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

9.4 **SBC-12STATE** will offer the following Lawful UNE Subloop types:

- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
 - 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
 - 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a subloop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.

9.8 Copper Lawful UNE Subloops

9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:

- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
- the Terminal (underground or aerial).

9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:

FROM:

TO:

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

9.10 Provisioning

9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).

9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the **SBC-12STATE** switch/testing equipment will be lost.

9.11.2 CLEC shall isolate trouble to the **SBC-12STATE** Lawful UNE Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.

9.11.3 **SBC-12STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **SBC-12STATE** on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for Subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.

- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, **SBC-12STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-12STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.
- 9.12 Lawful UNE Subloop Access Arrangements
- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has

been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the Lawful UNE Subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may “stub” up a cable at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
- 9 13.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of its choice, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.
- 9.13.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9 14.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.
- 9 14.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9 14.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 9.14.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 9.14.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify **SBC-12STATE** as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease **SBC-12STATE** Term to NID Lawful UNE Subloop segments in order to serve its End

Users at MTEs in **SBC-12STATE** (“Term to NID MTE Lawful UNE Subloop Segments”), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from **SBC-12STATE** within the intermediary box (in order to obtain access to **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet **SBC-12STATE**’s published industry standards for the placement of services and facilities and should be labeled with CLEC’s ACNA to enable the **SBC-12STATE** technician the ability to run jumper/cross connect from **SBC-12STATE** terminal to the intermediary box.
- 9.15.1.3 LEC agrees that the **SBC-12STATE** technician shall run the jumper/cross-connect from **SBC-12STATE**’s serving terminal to CLEC’s intermediary box, in order for CLEC to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE**. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC’s intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from **SBC-12STATE**.
- 9.15.1.5 Following CLEC’s provisioning, placement, and completion of Connecting Facility Arrangement Assignments (“CFA”) data submission to **SBC-12STATE** associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User’s service from **SBC-12STATE** to CLEC, providing **SBC-12STATE** with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).
- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to **SBC-12STATE** by CLEC via a Local Service Request (“LSR”).
- 9.15.1.7 **SBC-12STATE** will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place

the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the **SBC-12STATE** terminal to the CLEC intermediary box. **SBC-12STATE** must have access to the intermediary box for completion of the order.

- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE** only, CLEC may elect to lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the “Term to NID MTE Lawful UNE Subloop Segment.” In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**’s standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.
- 9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is installed
- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have **SBC-12STATE** install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the “Term to NID MTE Lawful UNE Subloop Segment”. In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**’s standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, **SBC-12STATE** will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at **SBC-12STATE**’s terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC’s own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC’s terminal.
- 9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the **SBC-12STATE** SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the **SBC-12STATE** cross- connect, **SBC-12STATE** could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to the other terms and conditions of this Appendix, SBC-12STATE shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.
- 10.2 SBC-12STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC-12STATE, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that SBC-12STATE will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If SBC-12STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.
- 10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC-12STATE places more pairs at the splice.
- 10.3.3 SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC-12STATE will construct the engineering controlled splice, the ECS maybe owned by SBC-12STATE or the CLEC (depending on the specific arrangement) at the option of SBC-12STATE.
- 10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 10.3.5 SBC-12STATE may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to be provisioned by SBC-12STATE. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. SBC-12STATE will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC-12STATE will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total

estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

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

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 CLEC may request SBC-12STATE splice the existing cabling between the ECS and the SAI to the CLEC’s SAA facility. This facility will be “dedicated” to the CLEC for subsequent Lawful UNE Subloop orders.

10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 CLECs will compensate SBC-12STATE for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request SBC-12STATE build an ECS cross-connect junction on which to terminate CLEC’s SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-12STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-12STATE cabling.

10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate SBC-12STATE for the charges incurred by SBC-12STATE derived from the CLEC’s request for the SCA.

10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

FROM:

TO:

1. RT Interface	Serving Area Interface or Feeder Distribution
2. RT	Terminal
3. RT	NID

11. LOCAL SWITCHING (ULS)

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

Agreement, SBC-13STATE may, at any time, even after the local circuit or other switching has been provided to CLEC, discontinue providing such local circuit or other switching (including any combination(s) including local circuit or other switching) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to local circuit or other switching (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

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

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

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

12. SHARED TRANSPORT (UST)

12.1 As no local circuit switching constitutes Lawful UNE switching, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of shared transport. CLEC shall not request shared transport under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE otherwise provides shared transport under this Agreement, SBC-13STATE may, at any time, even after the shared transport has been provided to CLEC, may discontinue providing such shared transport (including any combination(s) including shared transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to shared transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

13. DEDICATED TRANSPORT

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

any time, even after the dedicated transport has been provided to CLEC, discontinue providing such dedicated transport (including any combination(s) including dedicated transport) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to dedicated transport (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

14. DEDICATED TRANSPORT AND LOOP DARK FIBER

14.1 As no dark fiber dedicated transport or dark fiber loop constitutes Lawful UNE dark fiber dedicated transport or dark fiber loop, SBC-13STATE is not obligated under this Section 251/252 Agreement to provide any type of dark fiber dedicated transport or dark fiber loop. CLEC shall not request dark fiber dedicated transport or dark fiber loop under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and SBC-13STATE provides dark fiber dedicated transport or dark fiber loop under this Agreement, SBC-13STATE may, at any time, even after the dark fiber dedicated transport or dark fiber loop has been provided to CLEC, discontinue providing such dark fiber dedicated transport or dark fiber loop (including any combination(s) including dark fiber dedicated transport or dark fiber loop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC-13STATE to refuse to provide, including if SBC-13STATE provides or continues to provide, access to dark fiber dedicated transport or dark fiber loop (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

15. INTENTIONALLY LEFT BLANK

16. CALL-RELATED DATABASES

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

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

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

- 18.6 The applicable cross connect for **SBC MIDWEST REGION 5-STATE** Lawful UNE Loop is as follows:
- 18.6.1 2-Wire
- 18.7 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNES for the purpose of a CLEC combining a **SBC CALIFORNIA** Lawful UNE Loop with a CLEC's own facilities are as follows:
- 18.7.1 2-Wire Analog Loop to Adjacent Location Method point of access
- 18.7.2 4-Wire Analog Loop to Adjacent Location Method point of access
- 18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access
- 18.7.4 DSL shielded Cross Connect to Adjacent Location point of access
- 18.8 The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Lawful UNE Loop to a CLEC's Collocated facility are as follows:
- 18.8.1 Voice Grade/ISDN EISCC
- 18.8.2 DS-0 EISCC
- 18.8.3 DSL Shielded Cross Connect to Collocation

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNES is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide Lawful UNES. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide Lawful UNES, through the Bona Fide Request (BFR) process.
- 19.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any **SBC-13STATE** Lawful UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** Lawful UNE, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to

- the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a SBC-13STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any SBC-13STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by SBC-13STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE provided Lawful UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 19.7 CLEC shall connect equipment and facilities that are compatible with the SBC-13STATE Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with SBC-13STATE's network.
- 19.8.1 SBC-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-13STATE or in detariffed CPE provided by SBC-13STATE, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing SBC-13STATE access to End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the

distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.

19.12.1 If CLEC requests or approves an SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.

19.13 Maintenance of Elements

19.13.1 If trouble occurs with Lawful UNEs provided by SBC-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-13STATE's equipment and/or facilities, CLEC will issue a trouble report to SBC-13STATE.

19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

20. RESERVATION OF RIGHTS

20.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in

- CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.
- 20.2 Notwithstanding anything to the contrary herein, Level 3 shall be able to avail itself of any offers made by SBC to all CLECs, as a result of change of law or other regulatory action related to the subject matter of the UNE Appendix.

**APPENDIX NON-INTERCOMPANY SETTLEMENT
(NICS)**

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. DEFINITIONS	3
3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION	4
4. RESPONSIBILITIES OF THE PARTIES.....	4
5. BASIS OF COMPENSATION	4
6. TERM OF AGREEMENT.....	5

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and LEVEL 3 via the Centralized Message Distribution System (CMDS) NICS reports when SBC MIDWEST REGION 5-STATE is not the CMDS Host for the CLEC.

2. DEFINITIONS

- 2.1 **“Centralized Message Distribution System” (CMDS)** – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
- 2.3.1 New England Telephone Company
 - 2.3.2 New York Telephone Company
 - 2.3.3 Bell Atlantic, NJ
 - 2.3.4 Bell Atlantic, PA
 - 2.3.5 Bell Atlantic, DE
 - 2.3.6 Bell Atlantic, DC
 - 2.3.7 Bell Atlantic MD
 - 2.3.8 Bell Atlantic VA
 - 2.3.9 Bell Atlantic WV
 - 2.3.10 Southern Bell Telephone Company
 - 2.3.11 South Central Bell Telephone Company
 - 2.3.12 The Ohio bell Telephone Company d/b/a SBC Ohio
 - 2.3.13 Michigan Bell Telephone Company d/b/a SBC Michigan
 - 2.3.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
 - 2.3.15 Illinois Bell Telephone Company d/b/a SBC Illinois
 - 2.3.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company d/b/a SBC California
 - 2.3.21 Nevada Bell Telephone Company d/b/a SBC Nevada
 - 2.3.22 The Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.3 **“Exchange Message Interface” (EMI)**-the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for

Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

- 2.4 “**Non-Intercompany Settlement**” (NICS) is a revenue exchange process for messages which originate from LEVEL 3 and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to LEVEL 3. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by LEVEL 3, or messages for calls originated by LEVEL 3 and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to LEVEL 3 within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and LEVEL 3. NICS settlement will be incorporated into LEVEL 3’s monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of SBC MIDWEST REGION 5-STATE. For such traffic, LEVEL 3 should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS or an industry standard format acceptable to SBC MIDWEST REGION 5-STATE for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 LEVEL 3 agrees to pay a \$.05 per message charge to SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.
- 5.2 SBC MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to LEVEL 3 for all qualifying messages billed by LEVEL 3.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC MIDWEST REGION 5-STATE or LEVEL 3 based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due LEVEL 3 from the Telcordia Technologies NICS report. A late payment charge of one

and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
2.	NETWORK INTERCONNECTION ARCHITECTURE PLAN	1
3.	METHODS OF INTERCONNECTION	5
4.	RESPONSIBILITIES OF THE PARTIES.....	7
5.	RESERVED FOR FUTURE USE	7
6.	OUT OF EXCHANGE TRAFFIC	8

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1.0 INTRODUCTION

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

2.0 NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 **RESERVED FOR FUTURE USE**

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

when traffic through the existing POI arrangement to that tandem and its subtending end offices, or to the End Office not served by a Local Tandem, exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

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

2.2 **RESERVED FOR FUTURE USE**

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

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

2.5 Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Local Interconnection Trunk Groups required for the exchange of traffic between **LEVEL 3** and **SBC-13STATE**.

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

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

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

2.9 **Technical Interfaces**

2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format

framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.9.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and **LEVEL 3** will provide any DS1 multiplexing required for facilities or trunking at their end.

2.9.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3.0 METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

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

3.2 Virtual Collocation Interconnection

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

3.3 Leased Facility Interconnection ("LFI")

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

3.4 Fiber Meet Interconnection

3.4.1 Reserved for future use.

3.4.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized, unless the parties agree otherwise.

3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet

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

- 3.4.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.
- 3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.
- 3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.4.7 **LEVEL 3** will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable **LEVEL 3** to deliver fiber optic facilities into that manhole. **LEVEL 3** will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. **LEVEL 3** shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 3.4.8 **LEVEL 3** location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is **LEVEL 3**'s responsibility to provision and maintain.
- 3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from **LEVEL 3**. This location is **SBC-13STATE**'s responsibility to provision and maintain.
- 3.4.10 **SBC-13STATE** and **LEVEL 3** shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

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

3.4.12 **LEVEL 3** and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

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

4.0 RESPONSIBILITIES OF THE PARTIES

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

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

4.3 Reserved for future use

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

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

5.0 RESERVED FOR FUTURE USE

6.0 OUT OF EXCHANGE TRAFFIC

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

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION 3

2. PERMANENT NUMBER PORTABILITY (PNP) 3

3. MASS CALLING CODES 5

4. SPNP QUERY 6

5. RESERVED FOR FUTURE USE 7

APPENDIX NP (NUMBER PORTABILITY)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **LEVEL 3**.

2.0 PERMANENT NUMBER PORTABILITY (PNP)

2.1 General Terms and Conditions

- 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was executed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

- 2.1.2 Other than as specifically set out elsewhere in this agreement, **SBC CONNECTICUT** as of the date of this agreement does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

2.2 The Parties shall:

- 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.3 Obligations of **SBC-12STATE**

- 2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE** has deployed LRN in all of their switches.

- 2.3.2 **SBC-13STATE** will open unrestricted non portable codes within the time frame represented in the BFR (bona fide request) Exhibit 1 attached hereto.. A sample BFR is provided in Exhibit 1.

- 2.3.3 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

2.4 Obligations of **LEVEL 3**

- 2.4.1 **LEVEL 3** is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

- 2.4.2 After the initial deployment of PNP in a mandated MSA, **LEVEL 3** shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

- 2.4.3 When **LEVEL 3** requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, **LEVEL 3** shall follow the industry standard LERG procedure.
- 2.4.4 **LEVEL 3** shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.5 **LEVEL 3** shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.
- 2.5 **Obligations of Both Parties**
- 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.5.2 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.5.5 For any switch from which the Parties have not already successfully ported numbers, each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 2.5.7 Each Party shall become responsible for the End User's other lawfully required telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.
- 2.5.8 Each Party shall adhere to the lawfully required reserved number terms and conditions pursuant to Appendix Numbering.
- 2.6 **Limitations of Service**
- 2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950.
- 2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

- 2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 2.7.5 **LEVEL 3** shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

- 2.8.1 Except as set forth in Section 4, the Parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Recovery of carrier-specific costs directly related to providing long-term number portability shall be determined by the Parties' tariffs filed with the FCC in accordance with applicable FCC rules and orders, provided that the conditions set forth in 47 CFR § 52.33 are met.

3.0 **MASS CALLING CODES**

3.1 General Terms and Conditions

- 3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

- 3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over

dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 3.2.2 When **LEVEL 3** requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to **LEVEL 3** provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to **LEVEL 3**'s central office.

3.3 Obligations of **SBC-12STATE**

- 3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by **LEVEL 3**. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

- 3.3.2 **SBC-12STATE** will not charge **LEVEL 3** for the use of its choke network by **LEVEL 3**'s mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of **LEVEL 3**

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

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

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

3.5 **LEVEL 3** Mass Calling Codes

- 3.5.1 Should **LEVEL 3** assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), **LEVEL 3** shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to **LEVEL 3**. In order to allow the Parties time to order and install such mass calling trunks, **LEVEL 3** shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group see Appendix ITR.

- 3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and **LEVEL 3** both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4.0 SPNP QUERY SERVICE

- 4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 4.2 If **LEVEL 3** chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and **LEVEL 3** agrees to pay the default queries charges set forth in:
- 4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
- 4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
- 4.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff
- 4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.
- 4.3 **SBC-12STATE** provides **LEVEL 3** the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When **LEVEL 3** orders SPNP Query Service-Database, **SBC-12STATE** shall charge and **LEVEL 3** agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. **LEVEL 3**'s Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, **LEVEL 3** will access **SBC-12STATE**'s facilities via an SS7 link to the **SBC-12STATE** STP.
- 4.5 When purchasing the SLNP Query Service - Database, **LEVEL 3** will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.
- 5.0 Reserved for future use.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP) BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

In a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), **LEVEL 3** can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65, 66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. In accordance with said Order, the following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from **LEVEL 3** to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which **LEVEL 3** interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to **LEVEL 3** within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

DATE: _____ (date of request)

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

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

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

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

Notes: See following page.

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

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

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

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

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

⁴ As documented in the Southwest Region Code Opening Process.

APPENDIX NUMBERING

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. GENERAL TERMS AND CONDITION 3

3. RESERVED FOR FUTURE USE 4

APPENDIX NUMBERING

1.0 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will coordinate with respect to NXX assignments.
- 1.2 RESERVED FOR FUTURE USE.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where **LEVEL 3** is properly certified by the appropriate regulatory body, **LEVEL 3** shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability).
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. For **SBC-13STATE** territory, neither Party shall be prohibited from designating different rating and routing points for the delivery of telephone calls for purposes of providing customers a local presence within a foreign exchange. In such cases, calls shall be rated in reference to the rate center of the assigned NXX prefix of the calling and called parties' numbers. For applicable reciprocal compensation charges associated with the termination of FX traffic refer to Appendix Reciprocal Compensation.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Business Integrated Routing/Rating Database (BIRRDS) or other appropriate system(s) necessary to update the LERG™ unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration

- 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".
- 2.8 Test Numbers
- 2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3.0 RESERVED FOR FUTURE USE

**APPENDIX
FACILITIES BASED DATA EXCHANGE**

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement (“CATS”) System Messages (“Appendix”).

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 “**Bellcore Client Company**” means SBC NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 “**CMDS Host**” means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 “**Calling Card and Third Number Settlement**” (“CATS”) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.
- 1.4 “**Centralized Message Data System I**” (“CMDS”) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC NEVADA is a CMDS direct participant.
- 1.5 “**LEVEL 3 Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by LEVEL 3, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 “**LEVEL 3 Collect Messages**” means messages where the charges are billed to the called end user who is a LEVEL 3 Subscriber and where the Transporting LEC is SBC NEVADA.
- 1.7 “**LEVEL 3 Non-CATS Messages**” means LEVEL 3 Collect Messages, LEVEL 3 Calling Card Messages and/or LEVEL 3 Third Number Billed Messages as those terms are defined herein.
- 1.8 “**LEVEL 3 Subscriber**” means an end user who has authorized LEVEL 3 to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the LEVEL 3.
- 1.9 “**LEVEL 3 Third Number Billed Message**” means messages where (i) the charges are billed to a LEVEL 3 Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 “**SBC NEVADA Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by SBC NEVADA, (ii) the

Transporting LEC is LEVEL 3, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.

- 1.11 “SBC NEVADA Collect Messages” means messages where the charges are billed to the called end user who is a SBC NEVADA Subscriber and where the Transporting LEC is LEVEL 3.
- 1.12 “SBC NEVADA Non-CATS Messages” means SBC NEVADA Collect Messages, SBC NEVADA Calling Card Messages and/or SBC NEVADA Third Number Billed Messages as those terms are defined herein.
- 1.13 SBC NEVADA Subscriber means an end user who has authorized SBC NEVADA or who has billed an intraLATA call to a telecommunications calling card issued by SBC NEVADA.
- 1.14 “SBC NEVADA Third Number Billed Messages” means messages where (i) the charges are billed to a SBC NEVADA Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is LEVEL 3, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.15 “Transporting LEC” means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of LEVEL 3 Non-CATS Messages where SBC NEVADA and (ii) the settlement of SBC NEVADA Non-CATS Messages where LEVEL 3 is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
 - 2.2.1 Exhibit A - Rate Schedule
 - 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 SBC NEVADA shall forward LEVEL 3 Non-CATS Messages to LEVEL 3. SBC NEVADA shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to LEVEL 3. All message detail shall be in an industry standard format acceptable to SBC NEVADA and shall be exchanged at agreed upon intervals.
 - 3.1.1 LEVEL 3 shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between LEVEL 3 and SBC NEVADA. LEVEL 3 shall inform SBC NEVADA whether LEVEL 3 is designating itself or an agent for receipt of LEVEL 3’s messages by completing SBC NEVADA’s “Technical Requirements” packet. Thereafter, LEVEL 3 may change its designation only by completing a new SBC NEVADA “Technical Requirement” packet. LEVEL 3 may not designate more than one entity to receive its Messages under this Appendix. If LEVEL 3 has executed a Meet Point Billing (“MPB”) agreement with SBC NEVADA and has informed SBC NEVADA of LEVEL 3’s designation under this Appendix, LEVEL 3 may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. LEVEL 3 expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 LEVEL 3 shall forward SBC NEVADA Non-CATS Messages to SBC NEVADA. LEVEL 3 shall forward Unbillable Messages as defined in Section 4.2 below, to SBC NEVADA. All message detail shall be in an industry standard format acceptable to SBC NEVADA and shall be exchanged at agreed upon intervals.

- 3.3 SBC NEVADA and LEVEL 3 shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. SBC NEVADA and LEVEL 3 warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. SBC NEVADA and LEVEL 3 further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.
- 3.4 The exchange of detail messages between SBC NEVADA and LEVEL 3 shall be based on any industry standard format acceptable to SBC NEVADA.

4. SETTLEMENT ARRANGEMENT

- 4.1 For LEVEL 3 Non-CATS Messages billed to LEVEL 3 Subscribers that SBC NEVADA forwards to LEVEL 3, SBC NEVADA shall calculate the amount due based on the following formula:

Rated Value of LEVEL 3 Non-CATS Messages

- Rejected/Unbillable Messages
- LEVEL 3 Billing Charge

= Amount Due SBC NEVADA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
- 4.2.1 Rated Value of LEVEL 3 Non-CATS Messages means the total computed charges for LEVEL 3 Non-CATS based on the Transporting LEC's schedule of rates.
- 4.2.2 Rejected Messages means the rated value of LEVEL 3 Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to SBC NEVADA.
- 4.2.3 Unbillable Messages means the rated value of LEVEL 3 Non-CATS Messages that were not billable to a LEVEL 3 Subscriber because of missing information in the billing record or other billing error, not the result of an error by LEVEL 3 or LEVEL 3's CMDS Host, that are returned in a timely fashion to SBC NEVADA.
- 4.2.4 LEVEL 3 Billing Charge means the LEVEL 3 per message billing rate, as set forth in Exhibit A, times the number of LEVEL 3 Non-CATS Messages forwarded by SBC NEVADA.
- 4.3 For SBC NEVADA Non-CATS messages billed to SBC NEVADA Subscribers that LEVEL 3 forwards to SBC NEVADA, LEVEL 3 shall calculate the amount due based on the following formula:
- Rated Value of SBC NEVADA Non-CATS Messages
- Unbillable Messages
 - SBC NEVADA Billing Charge
- = Amount Due LEVEL 3
- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of SBC NEVADA Non-CATS Messages means the total computed charges for SBC NEVADA Non-CATS Messages based on LEVEL 3's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of SBC NEVADA Non-CATS Messages that were not billable to a SBC NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by SBC NEVADA, that are returned by SBC NEVADA in a timely fashion to LEVEL 3.

- 4.4.3 **SBC NEVADA** Billing Charge means the **SBC NEVADA** per message billing rate, as set forth in Exhibit A, times the number of **SBC NEVADA** Non-CATS Messages received by **SBC NEVADA**.
- 4.5 Within 15 business days following the end of each calendar month, **SBC NEVADA** shall provide **LEVEL 3** with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:
- **LEVEL 3** Non-CATS Messages (by number and associated rated value) forwarded by **SBC NEVADA**;
 - **LEVEL 3** Non-CATS Messages (by number and associated rated value) returned to **SBC NEVADA** as Rejected and Unbillable Messages;
 - Amount Due **SBC NEVADA**, as set forth in Subsection 4.1 above.
- 4.6 **LEVEL 3** shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due **SBC NEVADA** received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should **LEVEL 3** dispute any portion of the amount due, **LEVEL 3** shall notify **SBC NEVADA** in writing of the nature and basis of the dispute as soon as possible and prior to the due date and according to the Dispute Resolution Procedures contained in the General Terms and Conditions section of this Agreement. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A

RATE SCHEDULE

<u>LEVEL 3</u> Billing Charge	\$.05 per message

<u>SBC NEVADA</u> Billing Charge	\$.05 per message

EXHIBIT B**Billed By Company (e.g. XYZ)****NON-CMDS OUTCOLLECTS****(LC46 Report)****OCN:-----****Effective 3/1**

	INTRA		INTERSTATE		INTRA		INTRASTATE	
	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$.50)				(\$ 50.00)		(\$.50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$.26		\$.11		\$ 10.32		\$.29
Total		\$52.26		\$.11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852

**APPENDIX
OUT OF EXCHANGE TRAFFIC**

TABLE OF CONTENTS

1. DEFINITIONS 3

2. INTRODUCTION 3

3. NETWORK MANAGEMENT 4

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC.....5

5. INTERCARRIER TRAFFIC COMPENSATION 6

6. INTENTIONALLY LEFT BLANK 6

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC 6

**8. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC
COMPENSATION 6**

**9. INTERLATA SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC
TELECOMMUNICATIONS TRAFFIC AND IP-ENABLED TRAFFIC 6**

APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

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

2. INTRODUCTION

- 2.1 For purposes of this Appendix, LEVEL 3 intends to operate and/or provide telecommunications services outside of SBC-13STATE incumbent local exchange areas and desires to interconnect LEVEL 3’s network with SBC-13STATE’s network(s).
- 2.2 For purposes of this Appendix, LEVEL 3 agrees to interconnect with SBC-13STATE pursuant to Section 251(a) of the Act.
- 2.3 Other Appendices to this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide LEVEL 3 with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in SBC-13STATE’s incumbent local exchange areas for the provision of LEVEL 3’s Telecommunications Services. The Parties acknowledge and agree that SBC-13STATE is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to LEVEL 3 in SBC-13STATE’s incumbent local exchange areas. SBC-13STATE has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to LEVEL 3 for the purposes of LEVEL 3 providing and/or extending service outside of SBC-13STATE’s incumbent local exchange areas. In addition, SBC-13STATE is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of

the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in SBC-13STATE's current Interconnection Agreement, and any associated provisions set forth elsewhere in LEVEL 3's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to LEVEL 3 for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which LEVEL 3's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 LEVEL 3 shall provide and SBC-13STATE shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, SBC-13STATE will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. LEVEL 3 and SBC-13STATE will immediately notify each other of any protective control action planned or executed.
- 3.5 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility

failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 3.6 LEVEL 3 and SBC-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.
- 3.7 Reserved for future use.
- 3.8 Joint planning and forecasting responsibilities shall be governed by Appendix ITR and other relevant sections, if any, in this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 LEVEL 3 operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access Section 251 (b)(5) Traffic and ISP-bound traffic in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to LEVEL 3's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept LEVEL 3 Out of Exchange Traffic at its tandem switch or over local interconnection facilities that currently exist or may exist in the future between the Parties to or from LEVEL 3's out of exchange areas to or from SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251 (b)(5) Traffic and ISP-bound traffic that is exchanged between the end users of LEVEL 3 and SBC-13STATE, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, LEVEL 3 shall establish a trunk group for Section 251 (b)(5) Traffic, ISP-bound traffic and IntraLATA traffic from LEVEL 3 to each SBC-13STATE serving tandem in a LATA in SBC CONNECTICUT, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a LEVEL 3 switch and an SBC-13STATE Tandem as further provided in Appendix ITR to the Agreement.
- 4.4 The Parties shall route originating Out of Exchange Traffic according to the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, LEVEL 3 will route Out of Exchange Traffic directly to the SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for LEVEL 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ LEVEL 3 terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.

- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by LEVEL 3. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE's tandem. SBC-13STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from LEVEL 3 to SBC-13STATE's tandem(s) will provide LEVEL 3 accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 SBC-13STATE will open LEVEL 3's NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.

5. INTERCARRIER COMPENSATION

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

6. INTENTIONALLY LEFT BLANK

7. INTRASTATE INTRALATA INTERCOMPANY TRAFFIC

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

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

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

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

- 9.1 SBC-13STATE will exchange InterLATA Section 251 (b)(5) and ISP-Bound traffic with LEVEL 3 that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct

- final trunk groups (i) via a facility to LEVEL 3's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC Region shall exchange such traffic using a two-way direct final trunk group (i) via a facility to LEVEL 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 LEVEL 3 must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA Section 251 (b)(5) and ISP-Bound local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 9.4 Except as otherwise provided in this Appendix, for LEVEL 3 originated/SBC-13STATE terminated traffic or SBC-13STATE originated/LEVEL 3 terminated traffic any traffic that is improperly routed by one Party over any trunk group to other party and/or which is routed outside of the mutual agreement of the Parties, the Parties will work cooperatively to correct the problem.
- 9.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (not routed in accordance with the LERG). Any compensation due from SBC-13STATE for such misrouted traffic shall be paid by LEVEL 3. This also includes traffic that is destined to End Offices that do not subtenant SBC-13STATE's tandem. SBC-13STATE shall provide notice to LEVEL 3 pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, LEVEL 3 will be requested to work cooperatively with SBC-13STATE to correct the routing of such traffic within 30 calendar days.
- 9.6 SBC-13STATE will open LEVEL 3's NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, within its switches utilizing the normal LERG code opening processes.
- 9.7 The compensation arrangement for InterLATA Section 251 (b)(5) and ISP Bound Traffic shall be governed by the compensation terms and conditions for Section 251 (b)(5) and ISP Bound Calls in Intercarrier Compensation Appendix in this Agreement.

APPENDIX OSS - RESALE & UNE

TABLE OF CONTENTS

1. INTRODUCTION	3
2. RESERVED FOR FUTURE USE.....	3
3. GENERAL CONDITIONS.....	3
4. PRE-ORDERING.....	6
5. ORDERING/PROVISIONING.....	8
6. MAINTENANCE/REPAIR.....	10
7. BILLING.....	10
8. REMOTE ACCESS FACILITY	12
9. DATA CONNECTION SECURITY REQUIREMENTS.....	12
10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES	16
11. OSS TRAINING COURSES	16
12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY.....	17
13. MISCELLANEOUS CHARGES	17
14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS.....	17

APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) “functions” to LEVEL 3 for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/AMERITECH POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.

2. RESERVED FOR FUTURE USE

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once LEVEL 3 is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, LEVEL 3 will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in SBC SOUTHWEST REGION 5-STATE where a flat rate monthly OSS access and connectivity charge exists, if LEVEL 3 has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to their Local Account Manager, or when LEVEL 3 elects to remain manual and not to use OSS in order to avoid SBC SOUTHWEST REGION 5-STATE’s flat rate monthly OSS charges.

- 3.2 Proper Use of OSS interfaces:

- 3.2.1 For SBC-13STATE, LEVEL 3 agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-13STATE. In addition, LEVEL 3 agrees that such use will comply with SBC-13STATE’s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, LEVEL 3 shall be responsible for and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE’s OSS from LEVEL 3 systems, workstations or terminals or by LEVEL 3 employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by LEVEL 3 and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.
- 3.3 Within SBC-13STATE regions, LEVEL 3’s access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier’s End User where LEVEL 3 has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User’s Local Service Provider.
- 3.3.1 In SBC-13STATE regions, LEVEL 3 must maintain records of individual customers’ authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

- 3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, **LEVEL 3** shall, on its own behalf and on behalf of **SBC CALIFORNIA**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, **LEVEL 3** shall have obtained an authorization to become the End User's local service provider. Accessing such information by **LEVEL 3** shall constitute certification that **LEVEL 3** is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. **LEVEL 3** shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). **LEVEL 3** agrees to indemnify, defend and hold harmless **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or **LEVEL 3** under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by **LEVEL 3** of this section.
- 3.3.3 Throughout **SBC-13STATE** region, **LEVEL 3** is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of **LEVEL 3**'s failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, **LEVEL 3** agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. **LEVEL 3** is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, **LEVEL 3** agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to **LEVEL 3**. In addition, **LEVEL 3** agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of **LEVEL 3** or other third parties against **SBC-13STATE** caused by or related to **LEVEL 3**'s use of any **SBC-13STATE** OSS.
- 3.5 In the event **SBC-13STATE** has good cause to believe that **LEVEL 3** has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory **LEVEL 3** is doing business shall give **LEVEL 3** written notice describing the alleged misuse ("Notice of Misuse"). **LEVEL 3** shall immediately refrain from the alleged misuse until such time that **LEVEL 3** responds in writing to the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event **LEVEL 3** agrees with the allegation of misuse, **LEVEL 3** shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event **LEVEL 3** does not agree that **LEVEL 3**'s use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, **LEVEL 3** shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until **LEVEL 3** has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

- 3.7 In order to determine whether LEVEL 3 has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of LEVEL 3's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of LEVEL 3's use of the SBC-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) calendar days advance written notice of its intent to audit LEVEL 3 ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), LEVEL 3 shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate LEVEL 3 location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE.
- 3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and LEVEL 3 will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to LEVEL 3 within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. LEVEL 3 will also provide a single point of contact for technical issues related to LEVEL 3's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 SBC-13STATE will and LEVEL 3 may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. LEVEL 3 and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."
- 3.12 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.13 LEVEL 3 is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions. All hardware and software requirements are specified in: "CLEC

Hardware/Software Requirements for Access of SBC Uniform OSS Applications”, or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. PRE-ORDERING

4.1 **SBC-13STATE** will provide real time access to pre-order functions to support **LEVEL 3** ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to **LEVEL 3** so that **LEVEL 3** order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 Pre-Ordering functions for Resale Services and UNEs include

4.2.1 Feature/Service Availability

Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. **LEVEL 3** agrees that **LEVEL 3**'s representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to **LEVEL 3**, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC-13STATE provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry

SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.

4.3.2 Common Language Location Indicator (CLLI) Inquiry

SBC-13STATE provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry

SBC-13STATE provides a CFA inquiry function.

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

SBC-13STATE provides a NC/NCI inquiry function.

4.4 **Electronic Access to Pre-Order Functions**

4.4.1 **Resale and UNE Pre-order Interface Availability**

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.

4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with **LEVEL 3**'s own negotiation system and that supports both Resale services and UNEs.

4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides **LEVEL 3** access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once **LEVEL 3** has developed its own interface, allow **LEVEL 3** to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides **LEVEL 3** access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.

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

4.4.1.7 **Intentionally left blank**

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

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

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

4.5 Other Pre-order Function Availability

- 4.5.1 Where pre-ordering functions are not available electronically, **LEVEL 3** will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Data Validation Files are available for the purpose of providing **LEVEL 3** with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide **LEVEL 3** with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)

Feature/Service Availability by Switch

Directory Names

Class of Service Codes

USOC (Universal Service Order Codes)

Community Names

Yellow Page Headings

PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

- 5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support **LEVEL 3** provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, **LEVEL 3** will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide **LEVEL 3** access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

- 5.2.1 **SBC-13STATE** makes available to **LEVEL 3** an Electronic Data Interchange (EDI) application to application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, **LEVEL 3** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
- 5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.
- 5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.
- 5.2.5 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, SORD interface provides **LEVEL 3** with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports **LEVEL 3** initiated modification of service orders submitted electronically by **LEVEL 3** via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). **LEVEL 3** should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, **LEVEL 3** should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If **LEVEL 3** chooses to use SORD to issue orders and/or modify EASE generated orders, then **LEVEL 3** becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. **LEVEL 3** may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

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

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

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

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

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

SBC-13STATE will provision Resale services and UNE as detailed in **LEVEL 3** order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow **LEVEL 3** to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE** pending orders can be viewed in SORD.

5.3.2 For EDI ordering, **SBC-13STATE** will provide, and **LEVEL 3** shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.

5.3.3 For **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if **LEVEL 3** fails to correct service order errors within the timeframes specified in this Section 5.3.3.

5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

6. MAINTENANCE/REPAIR

6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, **LEVEL 3** may access these functions via the following methods:

6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows **LEVEL 3** to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by **LEVEL 3** and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. **LEVEL 3** and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides **LEVEL 3** with **SBC-7STATE** software that allows **LEVEL 3** to submit trouble reports and subsequently check status on trouble reports for **LEVEL 3** End-Users. TA will provide the ability to review the maintenance history of a converted Resale **LEVEL 3** account. TA is accessible via **SBC-7STATE** Classic Toolbar.

6.1.4 In **SBC CONNECTICUT** for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application, currently grandfathered per CMP, is being retired via CMP in September 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

7.1 **SBC-13STATE** will bill **LEVEL 3** for Resold services and UNEs. **SBC-13STATE** will send associated billing information to **LEVEL 3** as necessary to allow **LEVEL 3** to perform billing functions. At minimum **SBC-13STATE** will provide **LEVEL 3** billing information in a paper format, or via 18-track magnetic tape, as agreed to between **LEVEL 3** and **SBC-13STATE**. Such alternate bill media will be made available to **LEVEL 3** consistent with the individual state tariff provisions.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

- 7.2.1 In **SBC-13STATE, LEVEL 3** may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, **SBC SOUTHWEST REGION 5-STATE**'s Local Exchange Tariff.
- 7.2.3 For Resale Services in **SBC CALIFORNIA, LEVEL 3** may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.2.4 For Resale Services in **SBC MIDWEST REGION 5-STATE, LEVEL 3** may elect to receive its bill on CD.
- 7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
- 7.2.6 In **SBC-13STATE, LEVEL 3** may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.7 **SBC-13STATE** will provide Loss Notifications. This notification alerts **LEVEL 3** that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the **SBC-8STATE** region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.
- 7.2.8 In **SBC CONNECTICUT, LEVEL 3** may receive a Billing Detail File on 18-track magnetic tape.
- 7.2.9 In **SBC MIDWEST REGION 5-STATE, LEVEL 3** may receive a mechanized bill for Resale Services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
 - 7.3.1 **SBC-13STATE** makes available to **LEVEL 3** a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on **LEVEL 3**'s paper bill.
 - 7.3.2 In **SBC SOUTHWEST REGION 5-STATE, LEVEL 3** may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
 - 7.3.3 In **SBC-13STATE, LEVEL 3** will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
 - 7.3.4 **SBC-13STATE, LEVEL 3** may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when **LEVEL 3**'s End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8. REMOTE ACCESS FACILITY

- 8.1 LEVEL 3 must access OSS interfaces via a CLEC Remote Access Facility. For the SBC SOUTHWEST REGION 5-STATE region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the SBC-2STATE region. The ARAF, located in Chicago, IL, serves SBC MIDWEST REGION 5-STATE and the SRAF in New Haven, CT, handles the SBC CONNECTICUT region. Each of these four xRAFs will provide LEVEL 3 dedicated access to the uniform application to application and Graphical User Interfaces. Connection to these remote access facilities will be established via a “port” either through dial-up or direct connection as described in Section 8.2. LEVEL 3 may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where LEVEL 3 has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For SBC-13STATE, LEVEL 3 may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” LEVEL 3 shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access “Dial-up Connections” require LEVEL 3 to provide its own modems and connection to the SBC SOUTHWEST REGION 5-STATE LRAF, SBC CALIFORNIA PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC CONNECTICUT SRAF. LEVEL 3 shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require LEVEL 3 to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC-13STATE OSS via the public internet.
- 8.3 For SBC-13STATE, LEVEL 3 shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. LEVEL 3 shall maintain a user-id / password unique to each individual for accessing a SBC-13STATE OSS on LEVEL 3’s behalf. LEVEL 3 shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For SBC-13STATE, LEVEL 3 shall attend and participate in implementation meetings to discuss LEVEL 3 LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 LEVEL 3 agrees that interconnection of LEVEL 3 data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE’s “Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures” document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between LEVEL 3 and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of

the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

- 9.2.3 **LEVEL 3** shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the **LEVEL 3** or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.3 Additional Responsibilities of Both Parties**
- 9.3.1 **Modem/DSU Maintenance And Use Policy:** To the extent the access provided hereunder involves the support and maintenance of **LEVEL 3** equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, **LEVEL 3** or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, **LEVEL 3** and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to **LEVEL 3** or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies**
- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification**
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.
- 9.6.3 User ids will be revalidated on a monthly basis.
- 9.7 User Authentication**
- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.
- 9.8 **Access and Session Control**
 - 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
 - 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.
- 9.9 **User Authorization**
 - 9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.
- 9.10 **Software and Data Integrity**
 - 9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
 - 9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
 - 9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.
 - 9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.
- 9.11 **Monitoring and Audit**
 - 9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or **CLEC**) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

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

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, **LEVEL 3** must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable **LEVEL 3** to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

11.2 A separate agreement will be required as a commitment to pay for a specific number of **LEVEL 3** students in each class. **LEVEL 3** agrees that charges will be billed by **SBC-13STATE** and **LEVEL 3** payment is due thirty (30) days following the bill date. **LEVEL 3** agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which **LEVEL 3** has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among **LEVEL 3**, the **LEVEL 3**'s **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

11.4 **LEVEL 3** agrees to pay the cancellation fee of the full price noted in the separate agreement if **LEVEL 3** cancels scheduled classes less than two (2) weeks prior to the scheduled start date. **LEVEL 3** agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 **LEVEL 3** agrees that **LEVEL 3** personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.

- 11.6 **LEVEL 3** further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent **SBC-13STATE** seeks to recover costs associated with OSS System Access and Connectivity, **SBC-13STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, **LEVEL 3** requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For **SBC-7STATE**, **LEVEL 3** requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For **SBC-7STATE**, **LEVEL 3** requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 For **SBC-13STATE**, should **LEVEL 3** request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 13.5 **SBC CONNECTICUT** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 **SBC-13STATE** shall allow **LEVEL 3** to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, **LEVEL 3** shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
- 14.2.1 **LEVEL 3** shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where **LEVEL 3** has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.
- 14.2.2 **LEVEL 3**'s use of a Service Bureau Provider shall not relieve **LEVEL 3** of the obligation to abide by all terms and conditions of this Agreement. **LEVEL 3** must ensure that its agent properly performs all OSS obligations of **LEVEL 3** under this Agreement, which **LEVEL 3** delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of **LEVEL 3** to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once **LEVEL 3** provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from **LEVEL 3** that it has terminated its agency relationship with a Service Bureau Provider.

- 14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as **LEVEL 3**'s agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION.....	3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SBC CALIFORNIA is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.2 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in D 97-10-016 and 97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in SBC CALIFORNIA ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for SBC CALIFORNIA. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.
- 1.3 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, SBC CALIFORNIA shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of LEVEL 3 for connection to SBC CALIFORNIA's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.4 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by LEVEL 3.

**APPENDIX
PERFORMANCE MEASUREMENTS**

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. EXCLUSIVE REMEDY	4

APPENDIX PERFORMANCE MEASUREMENTS

1.0 INTRODUCTION

- 1.1 The Public Utilities Commission of Nevada (the “PUCN”), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan (“PMP/PIP”) for SBC NEVADA. Under the PMP/PIP, SBC NEVADA is obligated to make payments (“Incentive Payments”) to CLECs in the event SBC NEVADA does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, LEVEL 3 need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from SBC NEVADA in a manner that affords LEVEL 3 a meaningful opportunity to compete.
- 1.2 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that LEVEL 3 is entitled to any particular manner of access, nor is it evidence that SBC NEVADA is limited to providing any particular manner of access. The Parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Agreement.
- 1.3 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders SBC NEVADA to make liquidated damage/remedies payments to LEVEL 3 for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and SBC NEVADA does not at this time so agree.
- 1.4 In addition to the exclusions described in the PMP/PIP, SBC NEVADA shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of LEVEL 3 for connection to SBC-owned ILEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2.0 EXCLUSIVE REMEDY

- 2.1 Incentive Payments shall be the sole and exclusive remedy of LEVEL 3 for SBC NEVADA failure to meet the performance obligations set forth in the PMP/PIP;

provided, however, that this provision shall not be construed to prevent **LEVEL 3** from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the “Act”).

APPENDIX PHYSICAL COLLOCATION

TABLE OF CONTENTS

1.	INTRODUCTION	4
2.	DEFINITIONS.....	4
3.	RESERVED FOR FUTURE USE.....	4
4.	GENERAL DESCRIPTION OF OFFERING	4
5.	SPACE AVAILABILITY.....	13
6.	ELIGIBLE EQUIPMENT FOR COLLOCATION	17
7.	DEDICATED COLLOCATION SPACE CHARGES	18
8.	USE OF DEDICATED COLLOCATION SPACE	21
9.	OPERATIONAL RESPONSIBILITIES	23
10.	TESTING AND ACCEPTANCE	27
11.	DELIVERY INTERVALS	27
12.	RESERVED FOR FUTURE USE.....	30
13.	CASUALTY LOSS	31
14.	LIMITATION OF LIABILITY	31
15.	INDEMNIFICATION OF SBC-13STATE	32
16.	OSHA STATEMENT.....	32
17.	CONSTRUCTION NOTIFICATION	32
18.	INSURANCE COVERAGE REQUIREMENTS	33
19.	PROTECTION OF SERVICE AND PROPERTY.....	34
20.	RATE REGULATIONS	35
21.	RIGHT TO USE; MULTIPLE DEDICATED SPACES	56
22.	CONSTRUCTION INSPECTIONS	56
23.	OBLIGATIONS OF LEVEL 3	56
24.	LEGITIMATELY EXHAUSTED SPACE.....	56
25.	CAGED, CAGED COMMON PHYSICAL COLLOCATION AND SHARED CAGED COLLOCATION INSTALLATION INTERVAL	57
26.	CAGELESS PHYSICAL COLLOCATION INSTALLATION INTERVAL	57
27.	ADJACENT SPACE OR OTHER PHYSICAL COLLOCATION ARRANGEMENT INSTALLATION INTERVALS	58
28.	OCCUPANCY	58
29.	CANCELLATION PRIOR TO DUE DATE.....	59

30.	ALLOWANCES FOR INTERRUPTIONS.....	60
31.	CDOW (SBC-13STATE DOING OWN WORK) - LEVEL 3 RESPONSIBILITIES	60

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

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

3. RESERVED FOR FUTURE USE.

4. GENERAL DESCRIPTION OF OFFERING

- 4.1 SBC-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.
- 4.2 **Scope:** Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within SBC-13STATE Premises as defined in Appendix GT&C. LEVEL 3 will lease the Dedicated Space from SBC-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 4.3, following. SBC-13STATE will provide caged, shared caged, shared common, cageless, and other Physical Collocation arrangements within its Premises. When space is Legitimately Exhausted inside an Premises, SBC-13STATE will permit collocation in Adjacent Structures located on SBC-13STATE's property in accordance with this Appendix so that LEVEL 3 will have a variety of collocation options from which to choose.
- 4.3 **Purpose:** Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to SBC-13STATE's Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act and lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.
- 4.4 This Appendix contains the sole and exclusive terms and conditions pursuant to which LEVEL 3 will obtain physical collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, SBC-13STATE will process any LEVEL 3 order for any 251(c)(6) physical collocation as being

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

4.5 Types of Available Physical Collocation Arrangements

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

4.5.1 Caged Physical Collocation

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

4.5.1.1 **SBC-13STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, **LEVEL 3** will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocater in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in the Collocation Rate Summary attached to this Appendix and incorporated herein by this reference.

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

4.5.1.3 **LEVEL 3** must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. **LEVEL 3** may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in this Appendix will apply. If **LEVEL 3** elects to install or requests that **SBC-13STATE** provide and install a point of termination

(POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 20.2.2.2.2 following applies.

4.5.2 Caged Shared Collocation

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

4.5.2.1 **LEVEL 3** shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent, via Augment Application, of **SBC-13STATE**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **SBC-13STATE**.

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

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

4.5.3 Cageless Physical Collocation

SBC-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is Legitimately Exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Appendix GT&C. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. **LEVEL 3** will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. **SBC-13STATE** will not require **LEVEL 3** to use an intermediate interconnection arrangement such as a POT frame. **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 4.11 of this Appendix. Accordingly, **SBC-13STATE** will not provide **LEVEL 3**'s personnel or agents with direct access to **SBC-13STATE**'s main distribution frame

4.5.4 Caged Common Collocation

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

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

4.5.4.2 Reserved for Future Use.

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

additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Sections 20.2 of this Appendix.

- 4.5.5 **SBC-13STATE** will provide other collocation arrangements as required by FCC rules or state commissions. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in **SBC-13STATE**'s Premises that such an arrangement is technically feasible

4.5.5.1 **LEVEL 3** must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. **LEVEL 3** may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in this Appendix will apply. If **LEVEL 3** elects to install or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in Section 20.2.2.2.2.1 following applies.

4.6 Reserved for future use.

4.7 Reserved for future use.

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

4.8.1 **SBC-13STATE** will extend **SBC-13STATE** UNEs requiring cross connection to **LEVEL 3**'s or another carrier's POT when **LEVEL 3** is Physically Collocated, in a Caged or Shared Cage Arrangement, within the same Central Office where the UNEs which are to be combined are located.

4.8.2 **SBC-13STATE** will extend **SBC-13STATE** UNEs that require cross connection to **LEVEL 3**'s UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

4.8.3 **SBC-13STATE** will extend **SBC-13STATE** UNEs to **LEVEL 3**'s or another carrier's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined (e.g., in an enclosure,

such as a cabinet provided by SBC-13STATE on SBC-13STATE property).

4.9 Reserved for future use.

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

4.11 Security

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

4.11.2 LEVEL 3 personnel and technicians will undergo the same level of security training or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required.

4.11.3 LEVEL 3 can then provide its employees with its own security training. Qualification program and security training details shall be included in SBC-13STATE's Technical Publications via <https://clec.sbc.com/clec>.

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

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

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

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

- 4.11.7.1 **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **SBC-13STATE**'s space. To the extent that **SBC-13STATE** is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at **SBC-13STATE**'s expense.
- 4.11.7.2 **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
- 4.11.7.3 **SBC-13STATE**'s enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around **SBC-13STATE**'s equipment cannot include any embedded costs of any other security measures for the Premises.
- 4.11.7.4 If **SBC-13STATE** chooses to enclose its own equipment, **SBC-13STATE** will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures.
- 4.11.7.5 **SBC-13STATE** has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If **SBC-13STATE** cannot prove that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment, **SBC-13STATE** cannot elect to erect an interior security partition in a given Premises to separate its equipment and then recover the cost from collocators.
- 4.11.7.6 If **SBC-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to **LEVEL 3** that other reasonable security methods cost more than an interior

security partition around SBC-13STATE's equipment at the time the price quote is given.

4.12 Relocation

- 4.12.1 When SBC-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Premises to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Premises, LEVEL 3 is required to move its Dedicated Space or adjacent space collocation structure. SBC-13STATE will notify the resident Collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SBC-13STATE will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If LEVEL 3 is required to relocate under this Section, LEVEL 3 will not be required to pay any Planning Fee or application fees associated with arranging for new space. LEVEL 3 shall be responsible for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Premises in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SBC-13STATE's reasonable discretion. In addition, LEVEL 3's presence in SBC-13STATE Central Offices or adjacent space collocation structures should not prevent SBC-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 4.12.2 If SBC-13STATE determines that LEVEL 3 must relocate due to any of the above reasons, SBC-13STATE will make all reasonable efforts to minimize disruption of LEVEL 3's services. In addition, the costs of the move will be shared equally by SBC-13STATE and LEVEL 3, unless the Parties agree to a different financial arrangement.
- 4.12.3 If LEVEL 3 requests that the Dedicated Space be moved within the Premises in which the Dedicated Space is located, to another Premises, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Premises, SBC-13STATE shall permit LEVEL 3 to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. LEVEL 3 shall be responsible for all applicable charges associated with

the move, including the reinstallation of its equipment and facilities and the preparation of the new telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Premises (where applicable) shall be deemed the Premises in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

5. SPACE AVAILABILITY

5.1 Adjacent Space Collocation – Where Physical Collocation space within SBC-13STATE Premises is Legitimately Exhausted, as that term is defined in Appendix GT&C, SBC-13STATE will permit LEVEL 3 to physically collocate on SBC-13STATE's property in adjacent controlled environmental vaults or similar structures that SBC-13STATE uses to house telecommunication equipment, to the extent technically feasible. SBC-13STATE and telecommunications carrier will mutually agree on the location of the designated space on SBC-13STATE premises where the adjacent structure will be placed. SBC-13STATE will not unreasonably withhold agreement as to the site desired by LEVEL 3. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by LEVEL 3. SBC-13STATE will offer the following increments of power to the Adjacent On-site structure: SBC-13STATE will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SBC-13STATE will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, LEVEL 3 may choose to provide its own AC and DC power to the adjacent structure. SBC-13STATE will provide Physical Collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Appendix. SBC-13STATE shall permit LEVEL 3 to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either SBC-13STATE or LEVEL 3. LEVEL 3 shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the adjacent structure and any building and site maintenance associated with the placement of such adjacent structure.

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

LEVEL 3 shall provide both the AC and DC power required to operate such facility. **LEVEL 3** may provide its own facilities to **SBC-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. **LEVEL 3** may subscribe to facilities available in the UNE rate schedule of **LEVEL 3**'s Agreement.

- 5.1.2 At the time **LEVEL 3** requests this Arrangement, **LEVEL 3** must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the Arrangement. **SBC-13STATE** shall provide a response, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site facility will be connected with **SBC-13STATE**'s facilities, to **LEVEL 3** within ten (10) days receipt of the Application. **SBC-13STATE** shall make best efforts to meet the time intervals requested by **LEVEL 3**. If **SBC-13STATE** cannot meet **LEVEL 3**'s proposed deadline, shall provide detailed reasons as well as proposed provisioning intervals.
- 5.1.3 In the event that interior space in an Premises becomes available, **SBC-13STATE** will provide the option to **LEVEL 3** to relocate its equipment from an Adjacent On-site or an Adjacent Off-site facility into the interior space. In the event that **LEVEL 3** chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Premises will apply.
- 5.2 In responding to an application request if space is not available, **SBC-13STATE** will notify **LEVEL 3** that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **SBC-13STATE**'s receipt of a completed application.
 - 5.2.1 When space for Physical Collocation in a particular Premises is not available, **SBC-13STATE** shall place **LEVEL 3** on the waiting list for collocation in a particular Premises according to the date on which **LEVEL 3** submitted its application for Physical Collocation in that Premises.
 - 5.2.2 In the event **SBC-13STATE** denies **LEVEL 3**'s request and **LEVEL 3** disputes the denial, **LEVEL 3** may request a tour of the Premises to verify space availability or the lack thereof. The request shall be submitted to **SBC-13STATE**'s designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.

- 5.2.3. **SBC-13STATE** will file a copy of the notification letter denying **LEVEL 3**'s request with the appropriate Commission. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate Commission and **LEVEL 3**, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by **LEVEL 3**, the total amount of space at the premises, detailed floor plans, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 5.2.4 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated Company representative and the designated agent for **LEVEL 3**, who will participate in the tour.
- 5.2.5 If **LEVEL 3**'s agent believes, based on the inspection tour of the Premises facilities, that the denial of Physical Collocation space is insupportable, **LEVEL 3**'s agent shall promptly so advise **SBC-13STATE**. **LEVEL 3** and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. **LEVEL 3** and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC-13STATE** to justify the basis for any denial of collocation requests.
- 5.2.6 **SBC-13STATE** will provide all relevant documentation to **LEVEL 3**'s agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **SBC-13STATE**'s representative will accompany and supervise **LEVEL 3**'s agent on the inspection tour.
- 5.3 **SBC-13STATE** shall maintain a publicly available document for viewing on the Internet indicating its Premises, if any, that have no space available for Physical Collocation. **SBC-13STATE** will update this document within ten (10) calendar days of the date at which an Premises runs out of Physical Collocation space. In addition, for Central Offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to **SBC-13STATE**, such information will be placed on the website <https://clec.sbc.com/clec>. **SBC-13STATE** will update the public document on the first day of each month to include all newly available information.
- 5.4 **SBC-13STATE** will submit to a requesting carrier a report indicating **SBC-13STATE**'s available collocation space in a particular **SBC-13STATE** Premises

upon request. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

Should **LEVEL 3** submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

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

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

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R § 51.323 of the FCC's rules, and all applicable state and federal laws, **LEVEL 3** may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations.

6.1.1 **SBC-13STATE** will also permit **LEVEL 3** to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.

6.2 Reserved for future use.

6.3 Reserved for future use.

6.4 Reserved for future use.

6.5 Reserved for future use.

6.6 Reserved for future use.

6.7 Reserved for future use.

6.8 Reserved for future use.

6.9 Reserved for future use.

6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of **LEVEL 3**'s equipment and facilities in **LEVEL 3**'s Physical Collocation space.

6.11 All types of network equipment placed in **SBC-13STATE** Premises by **SBC-13STATE** or **LEVEL 3** must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3**'s equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) **LEVEL 3** must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC central office (including **SBC-13STATE**) prior to January 1, 1998, with no known history of safety problems.

6.12 In the event that **SBC-13STATE** denies Collocation of **LEVEL 3**'s equipment, citing that such equipment does not meet acceptable safety standards, **SBC-**

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

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

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Application

As provided in this Appendix, **SBC-13STATE** shall notify **LEVEL 3** in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application

7.1.1 **SBC-13STATE** shall refund the applicable fees if it is unable to provision the collocation space to **LEVEL 3**'s specifications, and as a result, **LEVEL 3** does not take occupancy of the space.

7.1.2 If **SBC-13STATE** determines that **LEVEL 3**'s Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, **LEVEL 3** must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes requested by **LEVEL 3** and not resulting from a request of **SBC-13STATE**, to the amount or type of floor space, interconnection terminations, and power from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

7.2 **SBC-13STATE** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Premises in which the Dedicated Space is located. **SBC-13STATE** will permit **LEVEL 3** to review the contractor invoices. **LEVEL 3** will be permitted to contract its own work for the preparation activities within **LEVEL 3**'s cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of **SBC-13STATE**, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and **LEVEL 3** shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work

7.3 Recurring/Non-Recurring charges

LEVEL 3 shall pay **SBC-13STATE** all associated non-recurring and recurring charges for use of the Dedicated Collocation Space. These charges may be generated on an ICB basis or may be contained in the Appendix Pricing attached. The recurring monthly charges for each Dedicated Collocation Space shall be as set forth in this Agreement for the term of this ICA unless modified upon re-

negotiation of the ICA and/or pursuant to a state or federal commission order, regulation or law.

7.3.1 Monthly Charges

7.3.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after **LEVEL 3** has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary of this Appendix for use of the Dedicated Space.

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

7.3.2 Nonrecurring Charges

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

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

7.3.3 ICBs

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

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

- 7.4 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given Premises to separate its equipment, **SBC-13STATE** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Premises. In no event shall a telecommunications carrier be required to pay for both an interior security partition to separate **SBC-13STATE**'s equipment in an Premises and any other reasonable security measure for such Premises.
- 7.5 **LEVEL 3** shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **SBC-13STATE**.
- 7.6 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date, to all existing **LEVEL 3** collocation arrangements, including those established before the Effective Date. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

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

8. USE OF DEDICATED COLLOCATION SPACE

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

the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. LEVEL 3 shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of SBC-13STATE, which consent shall not be unreasonably withheld.

8.4 Reserved for future use.

8.5 Reserved for future use.

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

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

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

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

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

13STATE provided construction shall be paid by **LEVEL 3** in accordance with **SBC-13STATE**'s custom work order process.

- 8.10 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate **SBC-13STATE** CLEC ONLINE Website.
- 8.11 When **LEVEL 3**'s Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.
- 8.12 **LEVEL 3** shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where **LEVEL 3** can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE**'s ability to service its own customers or subsequent collocators.
- 8.13 **LEVEL 3** is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC-13STATE**, and leaving sufficient length in the cable in order for **SBC-13STATE** to fully extend **LEVEL 3**-provided facilities through the cable vault to the Dedicated Space. **SBC-13STATE** will inform **LEVEL 3** in writing (or email) of the length of slack cable that **SBC-13STATE** requires in order to fully extend **LEVEL 3**-provided facilities through the cable vault to the Dedicated Space no later than 60 days after **LEVEL 3** has placed the application for such entrance facilities.
- 8.14 Demarcation Point - A Point of Termination (POT) Frame is not required as the demarcation point. However, **LEVEL 3** may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in **SBC-13STATE**-designated area within the Premises. If **LEVEL 3** elects not to provide a POT Frame, **SBC-13STATE** will hand off the Interconnection Arrangement(s) cables to **LEVEL 3** at its equipment.

9. OPERATIONAL RESPONSIBILITIES

- 9.1 **SBC-13STATE** is responsible for providing **LEVEL 3** personnel a contact number for **SBC-13STATE** technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, **LEVEL 3** will have access to its collocated

equipment in the Premises twenty-four (24) hours a day, seven (7) days a week and SBC-13STATE will not delay LEVEL 3's entry into an Premises.

9.1.1 LEVEL 3 is responsible for providing to SBC-13STATE personnel a contact number for LEVEL 3 technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

9.1.2 SBC-13STATE shall maintain for the Premises customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by LEVEL 3 for its administrative use within its Dedicated Space will be provided in accordance with applicable SBC-13STATE tariffs.

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

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

9.3 **Fiber Optic Cable Entrances**

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

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

medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where **LEVEL 3** can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE**'s ability to service its own customers or subsequent collocators.

9.3.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Premises in which the Dedicated Space is located wherever there are at least two entry points for **SBC-13STATE** cable. **SBC-13STATE** will also provide nondiscriminatory access to any entry point into Premises in excess of two points in those locations where **SBC-13STATE** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **SBC-13STATE** shall perform work as is necessary to make available such separate points of entry for **LEVEL 3** at the same time that it makes such separate points of entry available for itself. In each instance where **SBC-13STATE** performs such work in order to accommodate its own needs and those specified by **LEVEL 3** in **LEVEL 3**'s written request, **LEVEL 3** and **SBC-13STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **SBC-13STATE** and **LEVEL 3** in the first twelve (12) months.

9.4 Regeneration may be required for collocation in an Adjacent Structure if the cabling distance between **LEVEL 3**'s POT bay or termination point located in an adjacent structure and **SBC-13STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where **LEVEL 3** specifically requests regeneration. **LEVEL 3** will provide regeneration at its own expense.

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

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

maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

- 9.6.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.3.1;
 - 9.6.2 its equipment;
 - 9.6.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
 - 9.6.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by **LEVEL 3** and only if and as required; and
 - 9.6.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.
- 9.7 All types of network equipment placed in **SBC-13STATE** network equipment areas of Premises by **SBC-13STATE** or **LEVEL 3** must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) **LEVEL 3**'s equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) **LEVEL 3** must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems. **LEVEL 3** will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.
- 9.8 **SBC-13STATE** is responsible for coordinating with **LEVEL 3** to ensure that services are installed in accordance with the service request.
- 9.9 When **LEVEL 3**'s Physical Collocation arrangement is within the Premises, **LEVEL 3** may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.
- 9.10 **SBC-13STATE** will not delay a **LEVEL 3** employee's entry into an Premises containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide **LEVEL 3** with reasonable access to restroom facilities and parking. All access is provided subject to compliance by **LEVEL**

3's employees, agents and contractors with SBC-13STATE's policies and practices pertaining to fire, safety and security (i.e., LEVEL 3 must comply with Section 6.11 of this Appendix).

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

10. TESTING AND ACCEPTANCE

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

11. DELIVERY INTERVALS

- 11.1 SBC-13STATE will provide Physical Collocation arrangements in Premises on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Premises, LEVEL 3 will provide a completed Physical Collocation application form found in SBC-13STATE's Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec> for Physical Collocation in SBC-13STATE and will pay an initial Planning Fee (see Section 20.2.1).

- 11.1.1 LEVEL 3, wishing SBC-13STATE to consider multiple methods for collocation in an Premises on a single application, will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SBC-13STATE to process the application for each of the preferred methods. If LEVEL 3 provides adequate information and its preferences with its application, SBC-13STATE would not require an additional application, nor would LEVEL 3 be required to restart the quotation interval should its first choice not be available in an Premises. If LEVEL 3 only wishes SBC-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if SBC-

13STATE is unable to provide **LEVEL 3**'s requested collocation method due to space constraints and **LEVEL 3** determines that it wishes **SBC-13STATE** to consider an alternative method of collocation, **LEVEL 3** would be required to submit an additional application. This would not result in incremental application costs to **LEVEL 3** as its initial Planning Fee would be returned due to the denial. However, it would restart the collocation quotation intervals. Upon receipt of **LEVEL 3**'s application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will advise **LEVEL 3** of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 11.1.3 will apply where multiple applications are received). **SBC-13STATE** will allow **LEVEL 3** to retain its place in the collocation queue so long as **LEVEL 3** cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

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

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

Number of Applications by one Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

11.1.4 Should **LEVEL 3** submit 21 or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

11.1.5 **SBC-13STATE** will complete construction of Cageless Collocation in Premises such as CEVs, Huts and Vaults in ninety (90) days from the receipt of **LEVEL 3**'s acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where **SBC-13STATE** will be installing all or some of the bays. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, HUT, or Cabinet Premises apply where **LEVEL 3** is requesting maximum DC power of 50AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Premises where **LEVEL 3** is

requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SBC-13STATE will add thirty (30) calendar days to the provisioning interval.

11.2 Augments

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

11.2.1.1 A sixty (60) calendar day interval will apply only when LEVEL 3 requests any of the following augments; 1) SBC-13STATE will perform a cage expansion of 300 square feet or less immediately adjacent to LEVEL 3's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area between one LEVEL 3 and another Collocator provided LEVEL 3 is interconnected with SBC-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; 400 copper (shielded or nonshielded) cable pairs up to 400 feet, 168 DS1s, 48 DS3s, and fiber interconnections up to 12 fiber pairs up to 400 feet.

11.2.1.2 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SBC-13STATE bays, SBC-13STATE cable racks and/or cage expansions within Active Central Office space different than described above will require LEVEL 3 to submit an application. The price quote will contain the charges and the construction interval for that application.

11.2.1.3 The construction interval for these other augments will not exceed ninety (90) days. SBC-13STATE will work

cooperatively with **LEVEL 3** to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

11.2.1.4 The second fifty percent (50%) payment must be received by **SBC-13STATE** no more than one week prior to the scheduled augment completion date. On the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to **LEVEL 3** by **SBC-13STATE**.

11.2.2 All revisions to an initial request for a Physical Collocation arrangement submitted by **LEVEL 3** via a new application form. A new interval for the Physical Collocation arrangement will be established which shall not exceed the original "major" as defined herein. A major revision includes: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which **SBC-13STATE** normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. **LEVEL 3** will be required to pay any applicable Planning Fees. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

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

11.3 **LEVEL 3** may obtain a shorter response interval than are set forth above by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate, and prioritize **LEVEL 3**'s applications.

11.4 Any major revision to an application will be treated as a new application following the guidelines in Section 11.2.2 following and will be subject to the time intervals set forth above.

12. RESERVED FOR FUTURE USE

13. CASUALTY LOSS

13.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty that is not the result of **LEVEL 3**'s actions, and (1) the Dedicated Space is not rendered untenable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while **LEVEL 3** was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or **SBC-13STATE** opts not to rebuild, then **SBC-13STATE** shall notify **LEVEL 3** within thirty (30) business days following such occurrence that **LEVEL 3**'s use of the Dedicated Space will terminate as of the date of such damage. Upon **LEVEL 3**'s election, **SBC-13STATE** must provide to **LEVEL 3**, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

13.1.1 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for **LEVEL 3** by **SBC-13STATE**.

13.2 Damage to Premises

In the event that the Premises in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in **SBC-13STATE**'s opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, **SBC-13STATE**, at its option, may terminate services provided in such Premises by giving **LEVEL 3** ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

14. LIMITATION OF LIABILITY

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

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

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

14.2 Third Parties

14.2.1 SBC-13STATE also may provide space in or access to the Premises to other persons or entities (“Others”), which may include competitors of LEVEL 3; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging LEVEL 3’s equipment and facilities.

14.2.2 In addition to any other applicable limitation, neither SBC-13STATE nor LEVEL 3 shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either SBC-13STATE or LEVEL 3 or its agents or employees.

15. INDEMNIFICATION OF SBC-13STATE

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

16. OSHA STATEMENT

16.1 LEVEL 3 and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier’s Installation Supplier shall adhere to all SBC-13STATE requirements. The Installation Supplier shall coordinate with the SBC-13STATE representative before any activity relating to hazardous material/waste is started.

17. CONSTRUCTION NOTIFICATION

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

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

18. INSURANCE

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

18.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

18.1.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.

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

18.1.4 All Risk Property coverage on a full replacement cost basis insuring all of **LEVEL 3**'s personal property situated on or within the Premises or the Dedicated Space. **LEVEL 3** releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to **LEVEL 3** or located on or in the space at the request of **LEVEL 3** when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.

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

rights of LEVEL 3 against SBC-13STATE for damage to LEVEL 3's fixtures or personal property are hereby waived. LEVEL 3 may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix. This provision is reciprocal to SBC-13STATE.

18.1.6 SBC-13STATE requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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

18.1.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

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

19. PROTECTION OF SERVICE AND PROPERTY

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

19.2 SBC-13STATE shall furnish LEVEL 3 with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured LEVEL 3 space in central offices. In the event of an emergency, LEVEL 3 shall contact a SPOC provided by SBC-13STATE for access to spaces which house or contain LEVEL 3 equipment or equipment enclosures. LEVEL 3 will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SBC-13STATE will not delay LEVEL 3's entry into an Premises or access to its collocated equipment. SBC-13STATE will provide LEVEL 3 with reasonable access to restroom facilities and parking. LEVEL 3 will also have reasonable access to LEVEL 3's collocation space during construction.

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

20. RATE REGULATIONS

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

20.1.1 Rate Elements - In the event that **SBC-13STATE** seeks to impose a rate element or charge to **LEVEL 3** that is not specifically provided for in this Appendix or in the Pricing Schedule, **SBC-13STATE** shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

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

- 20.2 Rate Elements

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

- 20.2.1 Planning Fees

20.2.1.1 The Planning Fee, as specified in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Physical Collocation in **SBC-13STATE**, recovers **SBC-13STATE**'s costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for **LEVEL 3**'s request for the Physical Collocation arrangements. The initial Planning Fee will apply to **LEVEL 3**'s Physical Collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of **LEVEL 3**-provided equipment that requires **SBC-13STATE** to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary of this Appendix.

20.2.2 Floor Space Charges

20.2.2.1 Caged Collocation

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

20.2.2.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, **LEVEL 3** will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage

space for a single bay), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. When **LEVEL 3** constructs its own cage and related equipment, **LEVEL 3** will not be subject to the Cage Preparation Charge as set forth in this Appendix. **LEVEL 3** may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

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

20.2.2.1.4 If **LEVEL 3** elects to install, or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary of this Appendix applies.

20.2.2.1.4.1 Premises Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

20.2.2.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents nonrecurring costs to condition basic floor space to accommodate telecommunications equipment:

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

- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.1.4.3 Common Systems Materials Charge

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

- Installation and maintenance of iron work, racking, and lighting above the cage

20.2.2.1.4.4 Safety and Security, per square foot

This charge represents costs incurred by **SBC-13STATE** to secure its equipment contained within Premises. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a subset of the following:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors

- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

20.2.2.1.4.5 Cage Preparation

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

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

20.2.2.1.4.6 REMOTE SWITCH MODULE (RSM) Option

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

for a power plant layout with batteries.

20.2.2.2 Cageless Collocation

20.2.2.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by **SBC-13STATE** within an Premises to be used by **LEVEL 3** for the sole purpose of installing, maintaining and operating **LEVEL 3**-provided equipment.

20.2.2.2.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. **LEVEL 3** shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first **CLEC** in **SBC-13STATE** premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each **CLEC** will be based upon the number of frames used by each **CLEC**.

20.2.2.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**:

- Construction costs
- Operating costs

20.2.2.2.2.2 Site Conditioning Charge

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

- New floor tile
- General lighting

- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

20.2.2.2.2.4 Safety and Security

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

equipment contained within the used space of the Premises. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

20.2.2.3 Caged Common Collocation in **SBC-13STATE**'s

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

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

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

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

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

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

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

20.2.2.3.6.1 Premises Floor Space Charges

Consists of the following elements which are based on the average cost for **SBC-13STATE** within **SBC-13STATE**.

- Construction costs

- Operating costs

20.2.2.3.6.2 Site Conditioning Charge

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

- New floor tile
- General lighting
- House service receptacles
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

20.2.2.3.6.3 Common Systems Materials Charge

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

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

20.2.2.3.6.4 Safety and Security

This charge represents costs incurred by **SBC-13STATE** to secure its equipment contained within the Premises. This charge is expressed as a recurring rate on a per rack, bay or frame and was developed based on implementation of varying

combinations of the following security measures and devices:

- Interior Security Partition separating **SBC-13STATE** equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

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

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

20.2.2.3.6.5 Cage Preparation

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

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

20.2.2.3.6.6 REMOTE SWITCH MODULE (RSM) Option

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

20.2.3 DC Power Amperage Charge

20.2.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by **LEVEL 3** for its power arrangement. By way of example, where **LEVEL 3** orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads (for a combined total of forty (40) AMPS), but SBC shall only bill **LEVEL 3** the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPS. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power.

20.2.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

20.2.3.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified in attached pricing schedule.

20.2.4 DC Power Arrangement Provisioning

20.2.4.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a nonrecurring and monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds.

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

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

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

20.2.6.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current however **LEVEL 3** may substitute the required power panel with an

equivalent power panel subject to meeting NEBS Level 1 Safety and review by **SBC-13STATE** technical support. This rate element may be provided by **SBC-13STATE**.

20.2.7 Premises Ground Cable Arrangement

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

20.2.8 Security Cards

- 20.2.8.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary of this Appendix. **SBC-13STATE** will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the telecommunications carrier ONLINE website <https://clec.sbc.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), **LEVEL 3** may request that the twenty-one (21) day interval be expedited, and **SBC-13STATE** will issue the access and/or ID cards as soon as reasonably practical.

20.2.9 Standard Frame or Cabinet, Each (Optional)

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

20.2.10 Entrance Facility Conduit to Vault, Per Cable Sheath

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

20.2.11 Entrance Fiber Charge, Per Cable Sheath

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

20.2.12 ILEC to telecommunications carrier Interconnection Arrangement Options

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

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

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

Collocation Rate Summary of this Appendix.

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

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

20.2.12.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

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

20.2.13 Optical Circuit Arrangement

20.2.13.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to **SBC-13STATE** network. This rate element may not be provided by **LEVEL 3**. **LEVEL 3** will not be permitted access to **SBC-13STATE** Main Distribution Frame.

20.2.14 Bits Timing (Per two circuits) (Optional)

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

20.2.15 Timing Interconnection Arrangement (Optional)

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

20.2.16 Collocation Availability Space Report Fee

20.2.16.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that **SBC-13STATE** is undertaking to make additional space available for collocation.

20.2.17 Pre-visits

20.2.17.1 General Applications

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

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

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

20.2.18 Construction Inspections

- 20.2.18.1 During the construction of all forms of Physical Collocation space required under this Appendix, LEVEL 3 shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, LEVEL 3 will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 9.1. LEVEL 3 will be charged for the time, if any, SBC-13STATE employees spend traveling and will be based on fifteen-minute increments.

20.2.19 Adjacent On-site Structure Arrangements

20.2.19.1 Adjacent On-site Structure Arrangements

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

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

20.2.19.2 Adjacent On-site Planning Fee

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

20.2.20 Adjacent Off-site Arrangement

20.2.20.1 Adjacent Off-site Structure Arrangements

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

20.2.20.2 Planning Fee Adjacent Off-site Arrangement

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

20.2.21 Conduit Space for Adjacent Off-site Arrangement

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

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

20.2.22.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

20.2.23 Miscellaneous Charges (Optional)

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

20.2.24 Collocation to Collocation Connection

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

20.2.24.1.1 Fiber Cable (12 Fibers)

20.2.24.1.1.1 This rate element is for **SBC-13STATE** to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2)

collocation arrangements at an Premises expressed as a combination of a non-recurring and recurring rate.

20.2.24.1.2 Copper Cable (28 DS1s)

20.2.24.1.2.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.3 Coax Cable (1 DS3)

20.2.24.1.3.1 This rate element is for **SBC-13STATE** to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Premises expressed as a combination of a non-recurring charge and a monthly rate.

20.2.24.1.4 Cable Racking and Hole

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

20.2.24.1.5 Route Design

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

21. RIGHT TO USE; MULTIPLE DEDICATED SPACES

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

22. CONSTRUCTION INSPECTIONS

22.1 During the construction of all forms of Physical Collocation space required under this Appendix, LEVEL 3 shall be permitted up to four (4) inspections during the construction in an Premises during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, LEVEL 3 will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 9.1 of this Appendix. If any travel expenses are incurred, LEVEL 3 will be charged for the time SBC-13STATE's employees spend traveling and will be based on fifteen (15) minute increments.

23. OBLIGATIONS OF LEVEL 3

23.1 Certification

23.1.1 LEVEL 3 requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the Physical Collocation space. SBC-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement

24. LEGITIMATELY EXHAUSTED SPACE

24.1 "Legitimately Exhausted" denotes when all space in a Central Office (CO) or other Premises Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC-13STATE may make a determination that space in an Premises Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Premises Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to LEVEL 3's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 10 of the General Terms and Conditions of this Agreement.

In making this determination, SBC-13STATE may reserve space for transport equipment for one (1) year anticipated growth. SBC-13STATE may reserve space for Switching, Power and Main Distribution Frame (MDF) for up to five (5) years anticipated growth. Space for digital cross-connect system equipment can be reserved for three (3) years anticipated growth. Additionally, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use.

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

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

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

26. CAGELESS PHYSICAL COLLOCATION INSTALLATION INTERVAL

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

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

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

27. ADJACENT SPACE OR OTHER PHYSICAL COLLOCATION ARRANGEMENT INSTALLATION INTERVALS

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

28. OCCUPANCY

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

28.2 If LEVEL 3 fails to do so and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SBC-13STATE provides LEVEL 3 with written notice of such failure and LEVEL 3 does not place operational telecommunications equipment in the Dedicated Space and interconnect with SBC-13STATE or obtain access to SBC-13STATE Lawful UNEs by that tenth (10) business day. In any event, LEVEL 3 shall be liable in an amount equal to the unpaid balance of the applicable charges.

- 28.3 For purposes of this Section, **LEVEL 3**'s telecommunications equipment is considered to be operational and interconnected when connected to either **SBC-13STATE**'s network or interconnected to another Collocator's equipment that resides within the same structure, provided **LEVEL 3**'s equipment is used for interconnection with **SBC-13STATE**'s network or to obtain access to **SBC-13STATE**'s Lawful UNEs, for the purpose of providing this service.
- 28.4 If **LEVEL 3** causes **SBC-13STATE** to prepare the Dedicated Space and then **LEVEL 3** does not use the Dedicated Space (or all the Dedicated Space), **LEVEL 3** will pay **SBC-13STATE** the monthly recurring and other applicable charges as if **LEVEL 3** were using the Dedicated Space.

29. CANCELLATION PRIOR TO DUE DATE

- 29.1 In the event that **LEVEL 3** cancels its order after acceptance of the quotation and **SBC-13STATE** has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to other remedies that **SBC-13STATE** might have, **LEVEL 3** shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide **LEVEL 3** with a detailed invoice showing the costs it incurred associated with preparation.

- 29.2 Billing Dispute Resolution.

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

- 29.3 Billing for Caged Shared and Caged Common Collocation Arrangements

- 29.3.1 Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, **SBC-13STATE** shall bill the original collocator for space. However, **SBC-13STATE** shall bill the other collocators in the shared cage for use of Network Elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC-13STATE** for floor space and all other applicable interconnection arrangements.

30. ALLOWANCES FOR INTERRUPTIONS

- 30.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to SBC-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to LEVEL 3's designated contact. No allowance for an interruption period will be provided for Physical Collocation where the interruption is due to the actions or negligence of LEVEL 3. A credit allowance will be made to LEVEL 3 where the interruption is due to the actions or negligence of SBC-13STATE.
- 30.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.
- 30.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. LEVEL 3 shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

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

- 31.1 When LEVEL 3 selects the option to provide, install, and terminate its interconnection and power cabling with an SBC-13STATE Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary of this Appendix.
- 31.2 LEVEL 3 has the option to provide, install and terminate its interconnection cabling between LEVEL 3's Dedicated Space and SBC-13STATE Main Distribution Frame or its equivalent by SBC-13STATE Approved Vendor. This option is only available if LEVEL 3 does all three (3) activities associated with interconnection cabling: provide, install and terminate. LEVEL 3 may not elect to do some but not all the activities. LEVEL 3 must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its power cable leads described in Section 31.3 below. If LEVEL 3 selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to LEVEL 3. Intervals and provisioning for this option are found Section 31.4. LEVEL 3's SBC-13STATE Approved Vendor must obtain an approved Method Procedures (MOP) from

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

31.3 LEVEL 3 has the option to provide, install, and terminate its power cable leads between LEVEL 3's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by using an SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, LEVEL 3's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. LEVEL 3 must contact SBC-13STATE Project manager five (5) business days prior to scheduling a request for the termination of LEVEL 3's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if LEVEL 3 does all three (3) activities associated with the power cable lead unless described otherwise within this Section. LEVEL 3 may not elect to do some but not all the activities unless otherwise permitted in this Section. If LEVEL 3 selects this option, LEVEL 3 must also select the option to provide, install and terminate its interconnection cabling described in Section 31.2 above. Intervals and provisioning for this option are found in Section 32.4. LEVEL 3's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and facilities.

31.4 Interval (LEVEL 3 Installs Interconnection and Power Cabling)

31.4.1 The intervals set forth in this Section 31.4 apply only when LEVEL 3 installs interconnection and power cabling. SBC-13STATE will notify LEVEL 3 as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of LEVEL 3's accurate and complete Physical Collocation Application. If SBC-13STATE determines that LEVEL 3's Physical Collocation Application is unacceptable, SBC-13STATE shall advise LEVEL 3 of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide LEVEL 3 with sufficient detail so that LEVEL 3 has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, LEVEL 3 must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

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

Space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from LEVEL 3. LEVEL 3 must provide SBC-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SBC-13STATE has received such response and payment. If LEVEL 3 has not provided SBC-13STATE such response and payment by the twelfth (12) calendar day after the date SBC-13STATE notified LEVEL 3 its request has been granted, the application will be canceled. Dedicated Space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from LEVEL 3 with applicable fees.

31.4.3 The delivery interval for Caged or Cageless Physical Collocation is determined by SBC-13STATE taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by LEVEL 3, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

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

Table (1)

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

31.4.3.2 Should **LEVEL 3** submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Premises Physical Collocation is requested.

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

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

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

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

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

31.4.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as

submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

- 31.4.5.2 This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.
- 31.4.5.3 The delivery interval for the above Augments is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by **LEVEL 3**, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

Table (2)

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

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

day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

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

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

31.4.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

31.5 Rates Elements for **SBC-13STATE** Central Offices

31.5.1 Caged Collocation

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

31.5.2 DC Power Arrangement Provisioning

31.5.2.1 When **LEVEL 3** selects the option to provide and install its power cable by a **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. **LEVEL 3** will not be permitted access to **SBC-13STATE** Battery Distribution Fuse Bay or Power Plant Primary Distribution, but **SBC-13STATE** approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers **SBC-13STATE** Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary of this Appendix.

31.5.3 Entrance Fiber Optic Cable Arrangement

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

31.5.4 DS0 Voice Grade Interconnection Cable Arrangement

31.5.4.1 When **LEVEL 3** selects the option to provide and install its interconnection cabling by an **SBC-13STATE** approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.5 DS-1 Interconnection Cable Arrangement to DCS

31.5.5.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DCS in the remarks section of the

application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.6 DS-1 Interconnection Cable Arrangement to DSX

31.5.6.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.7 DS-3 Interconnection Cable Arrangement to DCS

31.5.7.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DCS in the remarks section of the application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.8 DS-3 Interconnection Cable Arrangement to DSX

31.5.8.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will specify whether the cabling should terminate to a DSX in the remarks section of the application form. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.9 Fiber Interconnection Cable Arrangement

31.5.9.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. **LEVEL 3** will not be permitted access to the Main Distribution Frame, but **SBC-13STATE** approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10 Collocation to Collocation Connection

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

31.5.10.1.1 Fiber Cable

31.5.10.1.1.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.2 Copper Cable

31.5.10.1.2.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.3 Coax Cable

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

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

31.5.10.1.4 Cable Racking and Hole

31.5.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Premises. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary of this Appendix.

31.5.10.1.5 Route Design

31.5.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary of this Appendix.

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
3	REAL ESTATE					
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28	
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56	
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97		
7	COMMON SYSTEMS					
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86	
9	PLANNING					
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
11	Planning	Per Request	NRFCB		\$5,244.43	
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
13	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
15	Planning - Non-Standard	Per Request	NRFCB		\$1,436.00	
16	POWER PROVISIONING					
17	Power Panel:					
18	50 Amp	Per Power Panel (CLEC Provided)	NONE			
19	200 Amp	Per Power Panel (CLEC Provided)	NONE			
20	Power Cable and Infrastructure:					
21	Power Cable Rack	Per Four Power Cables or Quad	NONE			
22	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
23	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
24	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
25	Equipment Grounding:					
26	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92	
27	DC POWER AMPERAGE CHARGE					
28	HVAC	Per 10 Amps	S8GCS	\$14.62		
29	Per Amp	Per Amp	S8GCR	\$10.61		
30	FIBER CABLE PLACEMENT					
31	Central Office:					
32	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
33	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
34	MISCELLANEOUS & OPTIONAL COST:					
35	MISCELLANEOUS COSTS					
36	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
37	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
38	Space Availability Report	Per Premise	NRFCQ		\$168.04	
39	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
40	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
41	CAGE COMMON COSTS					
42	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL60		\$5.29	
43	INTERCONNECTION COSTS:					
44	ILEC TO CLEC CONNECTION					
45	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02	
46	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02	
47	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79	
48	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89	
49	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40	
50	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67	
51	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49	
52	CLEC TO CLEC CONNECTION					
53	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
54	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
55	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
56	Route Design		NRFCX		\$424.88	
57	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18		
58	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12		
59	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31		
60	TIME SENSITIVE ACTIVITIES					
61	PRE-VISITS					
62	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
63	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
64	CO Manager - 1st Level	Per 1/4 Hour	NRFCB		\$19.72	
65	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
66	CONSTRUCTION VISITS					
67	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
68	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
69	RSM Option					
70	Additional Dedicated HVAC Charge	per request	NRFCB		\$3,100.00	
71	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
				Current Monthly Recurring Rate	Current Non- Recurring Rate (Initial)	Current Non- Recurring Rate (Additional)
1	Product Type	Rate Element Description	USOC			
72						
73	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED					
74	REAL ESTATE					
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28	
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56	
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97		
78	COMMON SYSTEMS					
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86	
80	PLANNING					
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55	
82	Planning	Per Request	NRFCF		\$5,244.43	
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
86	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
87	POWER PROVISIONING					
88	Power Panel:					
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
91	Power Cable and Infrastructure:					
92	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84	
93	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85	
94	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44	
95	Equipment Grounding:					
96	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92	
97	DC POWER AMPERAGE CHARGE					
98	HVAC	Per 10 Amps	S8GCS	\$14.62		
99	Per Amp	Per Amp	S8GCR	\$10.61		
100	FIBER CABLE PLACEMENT					
101	Central Office:					
102	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
103	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76		
104	MISCELLANEOUS & OPTIONAL COST:					
105	MISCELLANEOUS COSTS					
106	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
107	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
108	Space Availability Report	Per Premise	NRFCQ		\$168.04	
109	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
110	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
111	CAGE COMMON COSTS					
112	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70	
113	INTERCONNECTION COSTS:					
114	ILEC TO CLEC CONNECTION					
115	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16	
116	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16	
117	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06	
118	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48	
119	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58	
120	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89	
121	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78	
122	CLEC TO CLEC CONNECTION					
123	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
124	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
125	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
126	Route Design		NRFCX		\$424.88	
127	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
128	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
129	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
130	TIME SENSITIVE ACTIVITIES					
131	PRE-VISITS					
132	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
133	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
134	CO Manager - 1st Level	Per 1/4 Hour	NRFCT		\$19.72	
135	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
136	CONSTRUCTION VISITS					
137	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
138	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
139	RSM Option					
140	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
141	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
142						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
143	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
144	REAL ESTATE					
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21		
148	COMMON SYSTEMS					
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45	
150	PLANNING					
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
152	Planning	Per Request	NRFCJ		\$4,601.93	
153	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
156	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
157	POWER PROVISIONING					
158	Power Panel:					
159	50 Amp	Per Power Panel (CLEC Provided)	NONE			
160	200 Amp	Per Power Panel (CLEC Provided)	NONE			
161	Power Cable and Infrastructure:					
162	Power Cable Rack	Per Four Power Cables or Quad	NONE			
163	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	0.25	48.23	
164	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	0.25	48.23	
165	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	0.25	48.23	
166	Equipment Grounding:					
167	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
168	DC POWER AMPERAGE CHARGE					
169	HVAC	Per 10 Amps	S8GCS	\$14.62		
170	Per Amp	Per Amp	S8GCR	\$10.61		
171	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
172	FIBER CABLE PLACEMENT					
173	Central Office:					
174	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
175	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		
176	CEV, HUT & Cabinets:					
177	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
178	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
179	MISCELLANEOUS & OPTIONAL COST:					
180	MISCELLANEOUS COSTS					
181	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
182	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
183	Space Availability Report	Per Premise	NRFCQ		\$168.04	
184	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
185	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
186	CAGELESS / POT BAY OPTIONS					
187	Standard Equipment Bay	Each (CLEC Provided)	NONE			
188	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE			
189	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE			
190	VF/DS0 Termination Module	Each (CLEC Provided)	NONE			
191	DDP-1 Panel	Each (CLEC Provided)	NONE			
192	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE			
193	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE			
194	DS3 Interconnect Module	Each (CLEC Provided)	NONE			
195	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE			
196	Fiber Termination Dual Module	Each (CLEC Provided)	NONE			
197	CEV, HUT, CABINET					
198	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
199	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
200	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
201	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
202	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
203	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
204	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
205	INTERCONNECTION COSTS:					
206	ILEC TO CLEC CONNECTION					
207	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
208	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
209	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
210	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
211	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
212	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
213	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
214	CLEC TO CLEC CONNECTION					
215	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
216	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
217	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
218	Route Design		NRFCX		\$424.88	
219	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00	
220	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00	
221	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00	
222	PROJECT MANAGEMENT					
223	CEV, HUT & CABINET					
224	Project Coordination	Per CLEC Application	NRFCX		\$631.17	
225	TIME SENSITIVE ACTIVITIES					
226	PRE-VISITS					
227	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
228	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60	
229	CO Manager - 1st Level	Per 1/4 Hour	NRFCU		\$19.72	
230	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
231	CONSTRUCTION VISITS					
232	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
233	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
234						
235	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS					
236	REAL ESTATE					
237	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81	
238	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57	
239	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21		
240	COMMON SYSTEMS					
241	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45	
242	PLANNING					
243	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54	
244	Planning	Per Request	NRFCJ		\$4,601.93	
245	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
246	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
247	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
248	Planning - Non-Standard	Per Request	NRFCG		\$1,436.00	
249	POWER PROVISIONING					
250	Power Panel:					
251	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
252	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
253	Power Cable and Infrastructure:					
254	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52	
255	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10	
256	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32	
257	Equipment Grounding:					
258	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32	
259	DC POWER AMPERAGE CHARGE					
260	HVAC	Per 10 Amps	S8GCS	\$14.62		
261	Per Amp	Per Amp	S8GCR	\$10.61		
262	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27		
263	FIBER CABLE PLACEMENT					
264	Central Office:					
265	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
266	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
267	CEV, HUT & Cabinets:					
268	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58	
269	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61		
270	MISCELLANEOUS & OPTIONAL COST:					
271	MISCELLANEOUS COSTS					
272	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
273	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
274	Space Availability Report	Per Premise	NRFCQ		\$168.04	
275	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
276	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
277	CAGELESS / POT BAY OPTIONS					
278	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28	
279	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81	
280	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64	
281	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65	
282	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47	
283	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35	
284	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00	
285	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
1						
286	CEV, HUT, CABINET					
287	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64		
288	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77		
289	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77		
290	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33		
291	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63		
292	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19		
293	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29		
294	INTERCONNECTION COSTS:					
295	ILEC TO CLEC CONNECTION					
296	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16	
297	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16	
298	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06	
299	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48	
300	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58	
301	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89	
302	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78	
303	CLEC TO CLEC CONNECTION					
304	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82		
305	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57		
306	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50		
307	Route Design		NRFCX		\$424.88	
308	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35	
309	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86	
310	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07	
311	PROJECT MANAGEMENT					
312	CEV, HUT & CABINET					
313	Project Coordination	Per CLEC Application	NRFCCK		\$631.17	
314	TIME SENSITIVE ACTIVITIES					
315	PRE-VISITS					
316	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23	
317	Comm. Tech - Craft	Per 1/4 Hour	NRFCFS		\$19.60	
318	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72	
319	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24	
320	CONSTRUCTION VISITS					
321	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24	
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23	
323						
324	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
325	REAL ESTATE					
326	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81	
327	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57	
328	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
329	COMMON SYSTEMS					
330	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
331	PLANNING					
332	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
333	Planning	Per Request	NRFCJ		\$4,601.93	
334	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
335	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
336	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
337	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
338	POWER PROVISIONING					
339	Power Panel:					
340	50 Amp	Per Power Panel (CLEC provides)	NONE			
341	200 Amp	Per Power Panel (CLEC provides)	NONE			
342	Power Cable and Infrastructure:					
343	Power Cable Rack	Per Four Power Cables or Quad	NONE			
344	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23	
345	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23	
346	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23	
347	Equipment Grounding:					
348	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
349	DC POWER AMPERAGE CHARGE					
350	HVAC	Per 10 Amps	S8GCS	\$14.62		
351	Per Amp	Per Amp	S8GCR	\$10.61		
352	FIBER CABLE PLACEMENT					
353	Central Office:					
354	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13	
355	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
356	MISCELLANEOUS & OPTIONAL COST:					
357	MISCELLANEOUS COSTS					
358	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81	
359	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82	
360	Space Availability Report	Per Premise	NRFCQ		\$168.04	
361	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
362	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
363	CAGE COMMON COSTS					
364	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
365	INTERCONNECTION COSTS:					
366	ILEC TO CLEC CONNECTION					
367	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02	
368	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02	
369	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79	
370	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89	
371	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40	
372	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67	
373	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49	
374	RSM Option					
375	Additional Dedicated HVAC Charge	per request	NRFCCL		\$3,100.00	
376	Dedicated power Plant Floor Space	per request	S8GCQ	\$394.00		
377						
378	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON					
379	REAL ESTATE					
380	Site Conditioning	Per Bay	S8GCL		\$92.81	
381	Safety & Security	Per Frame	S8GCN		\$195.57	
382	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87		
383	COMMON SYSTEMS					
384	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37	
385	PLANNING					
386	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24	
387	Planning	Per Request	NRFCJ		\$4,601.93	
388	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04	
389	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10	
390	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60	
391	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00	
392	POWER PROVISIONING					
393	Power Panel:					
394	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47	
395	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46	
396	Power Cable and Infrastructure:					
397	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84	
398	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85	
399	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44	
400	Equipment Grounding:					
401	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93	
402	DC POWER AMPERAGE CHARGE					
403	HVAC	Per 10 Amps	S8GCS	\$14.62		
404	Per Amp	Per Amp	S8GCR	\$10.61		
405	FIBER CABLE PLACEMENT					
406	Central Office:					
407	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88	
408	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76		
409	MISCELLANEOUS & OPTIONAL COST:					
410	MISCELLANEOUS COSTS					
411	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81	
412	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82	
413	Space Availability Report	Per Premise	NRFCQ		\$168.04	
414	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35	
415	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35	
416	CAGE COMMON COSTS					
417	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00	
418	INTERCONNECTION COSTS:					
419	ILEC TO CLEC CONNECTION					
420	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16	
421	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16	
422	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06	
423	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48	
424	DS3 Arrangement - DCS	1 DS3	S8GDX	\$115.58	\$2,181.58	
425	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89	
426	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
1						
427	RSM Option					
428	Additional Dedicated HVAC Charge	Per Request	NRFCL		\$3,100.00	
429	Dedicated power Plant Floor Space	Per Request	S8GCQ	\$394.00		
430						
431	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
432	REAL ESTATE					
433	Site Conditioning	Per Frame	S8FX5		\$92.81	
434	Safety & Security	Per Frame	S8FX6		\$195.57	
435	Floor Space Usage	Per Frame	S8F62	\$28.91		
436	COMMON SYSTEMS					
437	Common Systems - Standard	Per Frame	S8F64	\$10.75		
438	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36		
439	PLANNING					
440	Planning	Per Request	NRM99		\$5,555.76	
441	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
442	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
443	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
444	POWER PROVISIONING					
445	Power Cable and Infrastructure:					
446	Power Cable Rack	Per Four Power Cables or Quad	NONE			
447	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52		
448	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52		
449	Equipment Grounding:					
450	Ground Cable Placement	Per Frame	S8F69	\$0.36		
451	DC POWER AMPERAGE CHARGE					
452	HVAC	Per 10 Amps	S8FXO	\$14.62		
453	Per Amp	Per Amp	S8FXN	\$10.61		
454	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
455	FIBER CABLE PLACEMENT					
456	Central Office:					
457	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
458	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
459	CEV, HUT & Cabinets:					
460	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
461	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
462	MISCELLANEOUS & OPTIONAL COST:					
463	MISCELLANEOUS COSTS					
464	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
465	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
466	VIRTUAL FRAME OPTIONS					
467	Standard Equipment Bay	Each (CLEC Provided)	NONE			
468	CEV, HUT, CABINET					
469	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
470	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
471	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
472	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
473	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
474	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
475	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		
476	INTERCONNECTION COSTS:					
477	ILEC TO CLEC CONNECTION					
478	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02	
479	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02	
480	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22	
481	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13	
482	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12	
483	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42	
484	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71	
485	VIRTUAL TO VIRTUAL CONNECTION					
486	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
487	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
488	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
489	Route Design		NRLWF		\$463.36	
490	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00	
491	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00	
492	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00	
493	PROJECT MANAGEMENT					
494	CEV, HUT & CABINET					
495	Project Coordination	Per CLEC Application Augment	NRFCK		\$631.17	

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
1	EQUIPMENT MAINTENANCE AND SECURITY ESCORT CENTRAL OFFICE TYPE					
496						
497						
498	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
499	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
500	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
501	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
502	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
503	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
504	CEV, HUT & CABINET					
505	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
506	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
507	ADDITIONAL LABOR ELEMENTS					
508	TRAINING					
509	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
510	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
511	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
512	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
513	EQUIPMENT EVALUATION COST					
514	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
515	TEST AND ACCEPTANCE					
516	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
517						
518	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL					
519	REAL ESTATE					
520	Site Conditioning	Per Frame	S8FX5		\$92.81	
521	Safety & Security	Per Frame	S8FX6		\$195.57	
522	Floor Space Usage	Per Frame	S8FX1	\$28.91		
523	COMMON SYSTEMS					
524	Common Systems - Standard	Per Frame	S8FX3	\$10.75		
525	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36		
526	PLANNING					
527	Planning	Per Request	NRM99		\$5,555.76	
528	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49	
529	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84	
530	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61	
531	POWER PROVISIONING					
532	Power Cable and Infrastructure:					
533	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84	
534	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85	
535	Equipment Grounding:					
536	Ground Cable Placement	Per Frame	S8FX9	\$0.36		
537	DC POWER AMPERAGE CHARGE					
538	HVAC	Per 10 Amps	S8FXO	\$14.62		
539	Per Amp	Per Amp	S8FXN	\$10.61		
540	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27		
541	FIBER CABLE PLACEMENT					
542	Central Office:					
543	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42	
544	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17		
545	CEV, HUT & Cabinets:					
546	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58	
547	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61		
548	MISCELLANEOUS & OPTIONAL COST:					
549	MISCELLANEOUS COSTS					
550	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81	
551	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82	
552	VIRTUAL FRAME OPTIONS					
553	Standard Equipment Bay	Each	S8FX2	\$22.19		
554	CEV, HUT, CABINET					
555	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64		
556	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77		
557	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77		
558	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33		
559	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63		
560	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19		
561	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
562	INTERCONNECTION COSTS:					
563	ILEC TO CLEC CONNECTION					
564	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37	
565	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37	
566	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27	
567	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69	
568	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79	
569	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10	
570	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19	
571	VIRTUAL TO VIRTUAL CONNECTION					
572	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90		
573	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49		
574	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35		
575	Route Design		NRML9		\$463.36	
576	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53	
577	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77	
578	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09	
579	PROJECT MANAGEMENT					
580	CEV, HUT & CABINET					
581	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17	
582	EQUIPMENT MAINTENANCE AND SECURITY ESCORT					
583	CENTRAL OFFICE TYPE					
584	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15	
585	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35	
586	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15	
587	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15	
588	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35	
589	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15	
590	CEV, HUT & CABINET					
591	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35	
592	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15	
593	ADDITIONAL LABOR ELEMENTS					
594	TRAINING					
595	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21	
596	CO Manager	Per 1/2 Hour	NRME9		\$39.45	
597	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47	
598	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47	
599	EQUIPMENT EVALUATION COST					
600	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47	
601	TEST AND ACCEPTANCE					
602	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21	
603						
604	CLEC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
605	PLANNING					
606	Planning - Initial	Per Request	NRFA1		\$9,268.73	
607	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
608	REAL ESTATE					
609	Land Rental	Per Square Foot	S8GEN	\$0.44		
610	POWER PROVISIONING					
611	Power Cable and Infrastructure:					
612	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE			
613	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE			
614	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE			
615	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE			
616	AC Service:					
617	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
618	AC Usage	Per KWH	S8GEO	\$0.05		

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

	A	B	C	D	E	F
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)
619	DC POWER AMPERAGE CHARGE					
620	Per Amp	Per Amp	S8GCR	\$10.61		
621	FIBER CABLE PLACEMENT					
622	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48	
623	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
624	CABLE RACK					
625	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
626	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
627	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
628	CONDUIT PLACEMENT					
629	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71	
630	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89	
631	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50	
632	INTERCONNECTION COSTS:					
633	ILEC TO CLEC CONNECTION					
634	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02	
635	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWW	\$3.86	\$156.02	
636	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79	
637	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89	
638	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40	
639	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67	
640	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49	
641						
642	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE					
643	PLANNING					
644	Planning - Initial	Per Request	NRFA1		\$9,268.73	
645	Planning - Subsequent	Per Request	NRFA2		\$1,606.77	
646	REAL ESTATE					
647	Land Rental	Per Square Foot	S8GEN	\$0.44		
648	POWER PROVISIONING					
649	Power Cable and Infrastructure:					
650	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86	
651	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00	
652	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00	
653	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00	
654	AC Service:					
655	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00	
656	AC Usage	Per KWH	S8GEO	\$0.05		
657	DC POWER AMPERAGE CHARGE					
658	Per Amp	Per Amp	S8GCR	\$10.61		
659	FIBER CABLE PLACEMENT					
660	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96	
661	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55		
662	CABLE RACK					
663	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22	
664	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63		
665	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63		
666	CONDUIT PLACEMENT					
667	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71	
668	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89	
669	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50	
670	INTERCONNECTION COSTS:					
671	ILEC TO CLEC CONNECTION					
672	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93	
673	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93	
674	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45	
675	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45	
676	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33	
677	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33	
678	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22	
679						

SBC-13STATE
COLLOCATION RATE SUMMARY
September 30, 2004

13-STATE/LEVEL 3
EFFECTIVE DATE:

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

APPENDIX VIRTUAL COLLOCATION

TABLE OF CONTENTS

1.	GENERAL DESCRIPTION	3
2.	RESERVED FOR FUTURE USE.	6
3.	PROVISIONING	6
4.	LEVEL 3 RESPONSIBILITIES	6
5.	COOPERATIVE RESPONSIBILITIES	7
6.	INTERVALS AND PROVISIONING.....	7
7.	EQUIPMENT PROVISIONING	11
8.	REPAIR OF EQUIPMENT	11
9.	MAINTENANCE OF EQUIPMENT	11
10.	ALARM COLLECTION	11
11.	TERMINATION OF VIRTUAL COLLOCATION	12
12.	RATE REGULATIONS	12
13.	ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION.....	20
14.	OBLIGATIONS OF LEVEL 3	22
15.	COOPERATIVE RESPONSIBILITIES	24
16.	RATE REGULATIONS	24
17.	CDOW (CLECs DOING OWN WORK) - LEVEL 3 RESPONSIBILITIES.....	25

APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to SBC-13STATE for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. § 251 (c)(2), and for access to SBC-13STATE's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by LEVEL 3.
- 1.2 This Appendix contains the sole and exclusive terms and conditions pursuant to which LEVEL 3 will obtain virtual collocation from SBC-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of this Agreement, SBC-13STATE will process any LEVEL 3 order for any 251(c)(6) virtual collocation as being submitted under this Appendix. In addition, SBC-13STATE will, starting on the Effective Date of this Agreement, bill any existing section 251(c)(6) virtual collocation arrangements that were provided under tariff prior to the Effective Date at the prices that apply under this Agreement. SBC-13STATE will not impose any charge(s) for performing such conversion(s), and the conversions will affect only pricing.
- 1.3 Upon request from LEVEL 3, SBC-13STATE will provide one of the following maintenance alternatives for its virtual collocation offering:
 - 1.3.1 In all of SBC-13STATE's premises, SBC-13STATE will offer virtual collocation wherein SBC-13STATE maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In CEVs, huts and cabinets where physical collocation space is not available, LEVEL 3 may opt for virtual collocation wherein LEVEL 3 maintains and repairs the virtually collocated equipment as described in Section 13 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. SBC-13STATE may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Section 13.4, this maintenance alternative is contingent on the provision of a security escort paid for by LEVEL 3. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by LEVEL 3, then this virtual collocation maintenance alternative as described in this Section and in Section 13 is null and void and all virtual collocation will be maintained as described in Section 1 above.
- 1.4 Reserved for future use.
- 1.5 Rates for the individual UNEs LEVEL 3 wants to gain access to using virtual collocation can be found in LEVEL 3's Agreement with SBC-13STATE.
- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's Central Offices is contained in 12.4 (Rate Elements for SBC-13STATE Central Offices). A description of the rate

categories applicable to Virtual Collocation for the purpose of interconnecting to SBC-13STATE within SBC-13STATE's CEVs, Huts and Cabinets is contained in 12.5 (Rate Elements for SBC-13STATE CEVs, Huts and Cabinets).

- 1.7 Reserved for future use.
- 1.8 Reserved for future use.
- 1.9 Virtual Collocation is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in SBC-13STATE CEVs, Huts and Cabinets. Upon request, SBC-13STATE will provide a listing of locations of SBC-13STATE's CEVs, Huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when LEVEL 3 uses virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Agreement. Unbundled network elements including associated cross connects are obtained from the Agreement between LEVEL 3 and SBC-13STATE. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 LEVEL 3 shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in (B) below and the equipment conforming to industry safety standards as set forth in Section 1.10.8.
 - 1.10.2 In accordance with Section 251(c)(6) of the FTA 96, 47 C.F.R. § 51.323 of the FCC's rules, and all applicable state and federal laws, LEVEL 3 may collocate equipment "necessary for interconnection or access to unbundled network elements." Multifunctional equipment may be collocated consistent with all applicable state and federal laws, regulations, and orders of the FCC. Equipment may also be collocated to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402 of the FCC's rules, and all applicable state and federal laws and regulations. SBC-13STATE will also permit LEVEL 3 to place equipment ancillary to its equipment collocated pursuant to the foregoing, including cross-connections and other simple frames, routers, portable test equipment, and equipment racks and bays, on a non-discriminatory.
 - 1.10.3 Reserved for future use.
 - 1.10.4 Reserved for future use.
 - 1.10.5 Reserved for future use.
 - 1.10.6 Reserved for future use.
 - 1.10.7 Reserved for future use.
 - 1.10.8 All types of network equipment placed in SBC-13STATE network equipment areas of Premises by SBC-13STATE or LEVEL 3 must meet SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) LEVEL 3's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) LEVEL 3 must demonstrate that its equipment has a history of safe

operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems. LEVEL 3 will be expected to conform to the same accepted procedures and standards utilized by including SBC-13STATE and its contractors when engineering and installing equipment.

- 1.10.9 In the event that SBC-13STATE denied Collocation of LEVEL 3's equipment, citing Safety Standards, SBC-13STATE will provide within five (5) business days of LEVEL 3's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Premises for which Collocation was denied together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the then current Safety Standards when such equipment was placed in the Premises.
- 1.10.10 In the event that LEVEL 3 submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs within the meaning of Section 6.1 above or determines that LEVEL 3's equipment does not meet the minimum safety standards identified in Section 6.11 above or any other requirements of this Appendix, LEVEL 3 must not collocate the equipment unless and until the dispute is resolved in its favor. In the event that LEVEL 3 equipment is already collocated improperly, then (i) if the equipment does not meet minimum safety standards LEVEL 3 will within ten days either bring the equipment into compliance with such safety standards or remove the equipment from the collocation space; and (ii) if the equipment does meet minimum safety standards, then LEVEL 3 will within thirty days either bring the equipment into compliance with all material requirements of this appendix that the equipment must meet in order to be eligible for collocation or remove the equipment from the collocation space.
- 1.10.11 Regarding safety, LEVEL 3 equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE's personnel, network or facilities, including the Premises, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Premises in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.
- 1.11 LEVEL 3 may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment LEVEL 3 purchases and LEVEL 3 may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of LEVEL 3 who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If SBC-13STATE chooses to have its personnel present when the LEVEL 3 equipment is installed, then SBC-13STATE's presence will be at its own expense. However, if SBC-13STATE demonstrates that the LEVEL 3 contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, LEVEL 3 is responsible for the quantifiable expense incurred by SBC-13STATE.
- 1.12 Federal Telecommunications Act of 1996
 - 1.12.1 Reserved for future use.

1.12.2 The use of virtual collocation for (1) interconnection to SBC-13STATE or (2) access to SBC-13STATE's unbundled network elements, in either case pursuant to 47 U.S.C. § 251(c), is available at SBC-13STATE wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in SBC-13STATE CEVs, Huts and Cabinets.

1.12.3 In addition, the following terms and conditions contained in the SBC-13STATE's Physical Collocation Appendix shall apply to virtual collocation arrangements provided under this Appendix, and are incorporated herein by reference: Section 2-Definitions, Section 14-Limitation of Liability, Section 13-Casualty Loss, Section 23.1 - Certification, Section 16 OSHA Statement, Section 29 -Cancellation Prior to Due Date, Section 7.3 Recurring/Non-Recurring Charges, Section 30 - Allowance for Interruptions, Section 8.7 -Threat to Personnel, Network, or Facilities, Section 8.8 - Interference or Impairment, Section 8.9 –Alterations.

2. RESERVED FOR FUTURE USE.

3. PROVISIONING

3.1 LEVEL 3 will order Virtual collocation for Interconnection to SBC-13STATE or access to SBC-13STATE-provided UNEs as set forth in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES. SBC-13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of LEVEL 3.

3.2 SBC-13STATE will provide Virtual Collocation for comparable equipment as it provides to itself or another Collocator in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

4. LEVEL 3 RESPONSIBILITIES

4.1 LEVEL 3 will provide, under this Section of this Appendix, at its expense, all equipment and associated materials required to facilitate interconnection and access to SBC-13STATE's UNEs. LEVEL 3 will, at its expense, provide the following:

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

4.1.2 All unique tools and test equipment,

4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,

4.1.4 Any technical publications and updates associated with all LEVEL 3-owned and provided equipment,

4.1.5 All training as described in Section 12.4.16.

4.2 LEVEL 3 will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by LEVEL 3 for placement in/on SBC-13STATE property.

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

- 4.3 LEVEL 3 will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to SBC-13STATE central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 SBC-13STATE will work cooperatively with LEVEL 3 to develop implementation plans including timelines associated with:

5.1.1 Placement of LEVEL 3's fiber into the central office vault,

5.1.2 Location and completion of all splicing,

5.1.3 Completion of installation of equipment and facilities,

5.1.4 Removal of above facilities and equipment,

5.1.5 To the extent known, LEVEL 3 can provide forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements,

5.1.6 To the extent known, LEVEL 3 is encouraged to provide SBC-13STATE with a listing of the equipment types that they plan to virtually collocate in SBC-13STATE's central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SBC-13STATE personnel are properly trained on LEVEL 3 equipment.

6. INTERVALS AND PROVISIONING

6.1 Quote Intervals

- 6.1.1 Upon receipt of LEVEL 3's application and initial Planning Fee payment, SBC-13STATE will begin development of the quotation. SBC-13STATE will notify LEVEL 3 as to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
- 6.1.2 In responding to an application request, SBC-13STATE shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. LEVEL 3 has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
- 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of virtual collocation interconnection:

Number of Applications	

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

- 6.1.4 Should **LEVEL 3** submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 **LEVEL 3** may obtain a shorter quote interval by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize **LEVEL 3** applications.
- 6.1.6 Once **SBC-13STATE** has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to **LEVEL 3** in writing with a cover letter. **LEVEL 3** has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty (50%) of all the applicable nonrecurring charges.
- 6.1.7 If **LEVEL 3** fails to respond within the forty-five (45) calendar day interval, should **LEVEL 3** decide at a later time to proceed with virtual collocation, a new application and Planning Fee will be required.
- 6.2 Implementation Intervals
- 6.2.1 A virtual collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will allow **LEVEL 3**'s vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The virtual collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the virtual collocation area.
- 6.2.2 The construction intervals for virtual collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where **LEVEL 3** is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where **LEVEL 3** is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for virtual collocation in Premises such as CEVs (Vaults), Huts and Cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation	90 calendar	With SBC-13STATE

Virtual	space Active Collocation space	days 90 calendar days	installation of bay/sracks/frames With LEVEL 3 installation of bay/sracks/frames

- 6.2.4 Where space is not suitable for central office equipment (e.g., it is not Active collocation space), **SBC-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of **LEVEL 3**'s acceptance of the quotation where power is available and **LEVEL 3** is installing all of its own bays. The virtual collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **SBC-13STATE** will complete construction of Active Collocation Space requests for virtual collocation in ninety (90) calendar days from the receipt of **LEVEL 3**'s acceptance of the quotation where **SBC-13STATE** will be installing all or some of the bays. **SBC-13STATE** considers power to be available if sufficient power plant capacity exists, the BDFB (if used) is within 100 feet of **LEVEL 3**'s space and sufficient termination capacity on the power plant and/or BDFB exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either party to the appropriate State commission for determination.
- 6.3 Installation of Virtual Collocation Equipment
- 6.3.1 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of **LEVEL 3**'s equipment, arrangement, or facilities.
- 6.3.2 **SBC-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by **LEVEL 3** and engineered and installed by a mutually agreed upon vendor for **LEVEL 3**. **LEVEL 3** will have the authority to select installation vendors. All installations of equipment will be in accordance with the **LEVEL 3**-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 **LEVEL 3** and **SBC-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **SBC-13STATE** will cooperatively test the collocated equipment and facilities with **LEVEL 3**.

- 6.3.5 **SBC-13STATE** will provide TIRKS and/or SWITCH print out of actual point of termination/connection facilities assignment (APOT/CFA) to **LEVEL 3** at collocation space turnover. This information is used to request access and line sharing services. **LEVEL 3** is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a virtual collocation arrangement submitted by **LEVEL 3** must be in writing via a new application form.

6.4.1.1 Major Revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional **LEVEL 3** bays or equipment that impact the existing/proposed floor-space area provided to **LEVEL 3** in their quote package.

- 6.4.1.1.1 If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

6.4.1.2 Minor Revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.

- 6.4.1.2.2 This list is not all-inclusive. Any revisions to **LEVEL 3**'s application not specified above must be reviewed by **SBC-13STATE** to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, **LEVEL 3** must submit a Virtual Collocation Application Form to **SBC-13STATE** Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

- 6.5.2 **SBC-13STATE** will work cooperatively with **LEVEL 3** to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 **LEVEL 3** will arrange to deliver to **SBC-13STATE** central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of **LEVEL 3**'s equipment.
- 7.2 For the disconnection of circuits, **LEVEL 3**'s will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of **LEVEL 3**'s circuit.
- 7.3 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of **LEVEL 3**'s circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the **LEVEL 3**-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of **LEVEL 3**. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification. In such an event, **SBC-13STATE** will notify **LEVEL 3** as soon as practicable after completing such repairs or if **Level 3**'s assistance is required to complete repairs. The labor rates specified in Section 12.4.17.2.2 apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets and are applicable for all repairs performed by **SBC-13STATE** on **LEVEL 3**'s facilities and equipment.
- 8.2 When initiating repair requests on **LEVEL 3**-owned equipment, **LEVEL 3** must provide **SBC-13STATE** with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by **LEVEL 3** and availability of spare parts as provided by **LEVEL 3**, **SBC-13STATE** will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 **LEVEL 3** will request any and all maintenance by **SBC-13STATE** on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, **LEVEL 3** must provide **SBC-13STATE** with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by **LEVEL 3** and availability of spare parts as provided by **LEVEL 3**, **SBC-13STATE** will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 **LEVEL 3** has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of **LEVEL 3**'s equipment is at the direction and control of **LEVEL 3**, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of **LEVEL 3**.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, LEVEL 3 will work cooperatively with SBC-13STATE to remove LEVEL 3's equipment and facilities from SBC-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment. LEVEL 3 is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of LEVEL 3 virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, LEVEL 3 will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits LEVEL 3 to hire a contractor approved by SBC-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-Company location, at the expense of LEVEL 3. Upon termination of the Virtual Collocation, LEVEL 3 must remove the fiber entrance cable used for the Virtual Collocation as set forth herein. If the entrance cable is not scheduled for removal within seven business (7) days, SBC-13STATE may arrange for the removal, and LEVEL 3 will be responsible for any charges incurred to remove the cable. SBC-13STATE and LEVEL 3 will cooperatively manage the removal process. LEVEL 3 is only responsible for physically removing entrance cables housed in conduits or inner-ducts and shall not do so unless and until SBC-13STATE instructs LEVEL 3 that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

12. RATE REGULATIONS

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation are set forth on Attachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE-provided UNEs in SBC-13STATE CEVs, Huts and Cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC-13STATE CEVs, Huts and Cabinets).

12.4 Rate Elements for SBC-13STATE Central Offices

Consistent with provisions in Section 1.6, the following provides a list of the specific rate elements for virtual collocation in SBC-13STATE's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers SBC-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for LEVEL 3's request for a virtual

collocation arrangement. The Planning Fee also provides for **SBC-13STATE** personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place **LEVEL 3**-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to **LEVEL 3**'s request for a virtual collocation arrangement or the addition of cable. The subsequent planning charge will apply to any additional interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in **SBC-13STATE**'s central offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by **SBC-13STATE** expressed as a monthly rate. **SBC-13STATE**'s Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by **SBC-13STATE** and **LEVEL 3** or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by **LEVEL 3**, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with **LEVEL 3** or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for **SBC-13STATE** to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits **SBC-13STATE** to recover costs associated with preparing space within the Premises for telecommunications

equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits **SBC-13STATE** to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for **SBC-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at **LEVEL 3**'s equipment bay are provided by **LEVEL 3**. In the event that **LEVEL 3** requires a power arrangement that exceeds 50 AMPS from a single source, **SBC-13STATE** will cooperatively work with **LEVEL 3** using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by **LEVEL 3** for its power arrangement. By way of example,

where **LEVEL 3** orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but SBC shall only bill **LEVEL 3** the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Premises to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) Non-Shielded or Shielded between **SBC-13STATE**'s Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

12.4.10 DS-1 Interconnection Cable Arrangement to DCS

12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s DCS functionality purchased from **LEVEL 3**'s Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.

12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.11 DS-1 Interconnection Cable Arrangement to DSX

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

purchased from **LEVEL 3**'s Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.12 DS-3 Interconnection Cable Arrangement to DCS

12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s DCS functionality purchased from **LEVEL 3**'s Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.13 DS-3 Interconnection Cable Arrangement to DSX

12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s DSX functionality purchased from **LEVEL 3**'s Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.14 Fiber Interconnection Cable Arrangement

12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between **SBC-13STATE**'s FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.15 Timing Source Arrangement (Optional)

12.4.15.1 **SBC-13STATE** provided single signal from **SBC-13STATE**'s timing source to provide synchronization between **LEVEL 3**'s single network element and **SBC-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by **LEVEL 3** are specified on the Collocation Rate Summary.

12.4.16 Training

12.4.16.1 **SBC-13STATE** is responsible for determining when training is necessary and how many of **SBC-13STATE**'s employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of **LEVEL 3**'s designated equipment not currently used in a wire center selected by **LEVEL 3** for virtual collocation. If training will be required on the equipment that is contained in an application, **SBC-13STATE** will so notify by telephone or e-mail the **LEVEL 3** point of contact listed on the application within 30 calendar days of the application receipt date. **SBC-13STATE** will be limited to request training for four (4) of **SBC-13STATE**'s personnel per location, unless a different number is mutually agreed upon by **SBC-13STATE** and **LEVEL 3**.

12.4.16.2 **LEVEL 3** may have **SBC-13STATE** arrange for the required training of **SBC-13STATE**'s personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.

12.4.16.3 If **SBC-13STATE** chooses not to coordinate the required training, **LEVEL 3** will assume the responsibility for providing the training. It is then the responsibility of **LEVEL 3** to:

12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and

12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for **SBC-13STATE** employee training.

12.4.16.3.3 arrange and pay all costs associated with **SBC-13STATE** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **SBC-13STATE** employee training.

12.4.16.4 **SBC-13STATE** will work cooperatively with **LEVEL 3** to schedule **SBC-13STATE**'s personnel training time required for the installation, maintenance and repair of **LEVEL 3**'s designated equipment. **LEVEL 3** will be assessed two hours of the technician additional labor charge for **SBC-13STATE**'s personnel time required to coordinate training activities with **LEVEL 3**. **LEVEL 3** will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in 12.4.16 (Training) will be assessed to **LEVEL 3**.

12.4.17 Maintenance and Repair Labor Rates

12.4.17.1 Maintenance of Equipment

12.4.17.1.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for ongoing maintenance of **LEVEL 3**'s equipment. Any maintenance requirements will be initiated by **LEVEL 3**. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.17.2 Repair of Equipment

12.4.17.2.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for repair of **LEVEL 3**'s equipment. All repair will be at the direction of **LEVEL 3**.

12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.

12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

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

12.4.18.1 Fiber Cable (12 Fiber)

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

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Premises. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Premises. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

14.4.18.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

12.4.19 Equipment Evaluation Cost

- 12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for evaluating **LEVEL 3**'s equipment when not meeting Level 1 Safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

- 12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** to **LEVEL 3** for cooperative assisting **LEVEL 3**'s approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for **SBC-13STATE**'s CEVs, Huts and Cabinets

The following provides a list of the specific rate elements for virtual collocation for access to **SBC-13STATE**'s provided UNEs in **SBC-13STATE**'s CEVs, Huts and Cabinets.

12.5.1 Entrance Cable Fiber

- 12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the **LEVEL 3**-provided cable into the Premises, routing, securing and preparing the end for splicing or termination.

- 12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

- 12.5.2.1 Any reinforced passage or opening placed for **LEVEL 3** provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, Hut, or Cabinet and **LEVEL 3** structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

- 12.5.3.1 This sub-element provides for the use of power in the Hut, CEV, or cabinet based on the amount of mounting space that is used by **LEVEL 3** as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

- 12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

- 12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

- 12.5.6.1 This sub-element provides for the use of mounting space within a Maxi-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

- 12.5.7.1 This sub-element provides for the use of mounting space within a Mini-Hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

- 12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

- 12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

- 12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

- 12.5.11.1 The project coordination fee provides for **SBC-13STATE** personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any **LEVEL 3**-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 This section describes Alternative Virtual Collocation wherein **LEVEL 3** maintains and repairs the virtually collocated equipment.

- 13.2 For purposes of virtually collocating equipment, **SBC-13STATE** shall determine which Premises require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other

- engineering documents shall denote the location of LEVEL 3's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC-13STATE and other Collocators.
- 13.3 After LEVEL 3 has been provided with written notification by SBC-13STATE that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aid in the prevention of accidental network outages, LEVEL 3 may not enter an Premises without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE shall immediately make available to LEVEL 3 those drawings, schematics, or other engineering documents that identify the location of LEVEL 3's equipment and cabling. In the event the requested documents are not immediately available, SBC-13STATE shall not prevent LEVEL 3 from entering the Premises. If SBC-13STATE does not immediately make the requested documents available to LEVEL 3 and LEVEL 3 enters the Premises, SBC-13STATE shall deliver the requested documents to LEVEL 3 immediately upon locating same.
- 13.4 SBC-13STATE will provide a security escort with LEVEL 3 paying the expense for the escort. SBC-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by LEVEL 3, then this virtual collocation maintenance alternative as described in this Section and in Section 16 is null and void, and all virtual collocation will be maintained by SBC-13STATE as described in Section 9.
- 13.5 Prior to entering an Premises that requires drawings, schematics, or other engineering documents, LEVEL 3 must provide SBC-13STATE with reasonable notice of the entry. Notice will be provided to SBC-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. LEVEL 3 providing notice to SBC-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Premises.
- 13.6 LEVEL 3 shall conduct background checks of the technicians who have access to the collocation space. LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3.1 to ensure the safety and integrity of the Premises including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC-13STATE or other Collocators in jeopardy.
- 13.7 SBC-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the ` where collocation will take place.
- 13.8 SBC-13STATE shall be permitted to recover the cost of such security devices from LEVEL 3 in a reasonable manner. LEVEL 3 shall provide indemnification and insurance to cover any damages caused by LEVEL 3's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF **LEVEL 3**

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

14.2 Insurance

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

14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.

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

14.2.4 All Risk Property coverage on a full replacement cost basis insuring all of **LEVEL 3**'s personal property situated on or within the Premises. **LEVEL 3** releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to **LEVEL 3** or located on or in the space at the request of **LEVEL 3** when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.

14.2.5 Property insurance on **LEVEL 3**'s fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of **LEVEL 3** against **SBC-13STATE** for damage to **LEVEL 3**'s fixtures or personal property are hereby waived. **LEVEL 3** may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix. This provision is reciprocal to **SBC-13STATE**.

14.2.6 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

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

14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

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

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

14.3 Conduct While in **SBC-13STATE** Premises

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

14.3.1.1 Theft or destruction of **SBC-13STATE**'s or **LEVEL 3**'s property;

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

14.3.1.3 Threats or violent acts against other persons on **SBC-13STATE**'s property;

14.3.1.4 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property;

14.3.1.5 Permitting unauthorized persons access to **SBC-13STATE** or **LEVEL 3**'s equipment on **SBC-13STATE**'s property; and

14.3.1.6 Carrying a weapon on **SBC-13STATE**'s property.

14.3.2 In addition, **LEVEL 3** and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or **LEVEL 3** of **SBC-13STATE**'s policies and practices on security, safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES, provided the Handbook and any and all updates to it are timely provided to **LEVEL 3** at no charge.

- 14.3.3 LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE security standards. LEVEL 3 personnel and technicians will undergo the same level of security training, or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required. LEVEL 3 can then provide its employees with their own security training. Qualification program and security training details shall be included in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in SBC-13STATE's

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of LEVEL 3

- 15.1.1 LEVEL 3 technicians will be security qualified by LEVEL 3 and will be required to be knowledgeable of SBC-13STATE's security standards. LEVEL 3 personnel and technicians will undergo the same level of security training, or its equivalent that SBC-13STATE's own employees and authorized contractors must undergo. SBC-13STATE will not, however, require LEVEL 3 to receive security training from SBC-13STATE, but will provide information to LEVEL 3 on the specific type of training required. LEVEL 3 can then provide its employees with their own security training. Qualification program and security training details shall be included in SBC-13STATE's Interconnector's Collocation Services Handbook for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in 12 preceding apply to this virtual collocation alternative wherein LEVEL 3 maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for SBC-13STATE's Offices

- 16.1.1 This security escort charge consists of the charges for SBC-13STATE-provided security escorts for LEVEL 3 Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by LEVEL 3. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for SBC-13STATE's CEV, HUT, and Cabinets

- 16.2.1 The security escort charge consists of the charges for SBC-13STATE provided security escorts for LEVEL 3 Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by LEVEL 3. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon

meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

16.3.1 Beginning on and after the Effective Date of this Agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this Agreement, to all existing **LEVEL 3** collocation arrangements, including those established before the Effective Date of this Agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17. CDOW (CLECs DOING OWN WORK) - **LEVEL 3** RESPONSIBILITIES

When **LEVEL 3** selects the option to provide, install, and terminate their interconnection and power cabling with an **SBC-13STATE** Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 **LEVEL 3** has the option to provide, install and terminate its interconnection cabling between **LEVEL 3**'s Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if **LEVEL 3** does all three (3) activities associated with interconnection cabling: provide, install and terminate. **LEVEL 3** may not elect to do some but not all the activities. **LEVEL 3** must indicate on its virtual collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If **LEVEL 3** selects this option, **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE** Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to **LEVEL 3**'s **SBC-13STATE** Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. **LEVEL 3**'s **SBC-13STATE** Approved Vendor must obtain an approved Method Procedure (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

17.2.1 **LEVEL 3** has the option to provide, install and terminate its power cable leads between **LEVEL 3**'s Dedicated Space and **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) by **SBC-13STATE** Approved Power Installation Vendor. When **SBC-13STATE** designated power termination point is at the Power Plant Primary Distribution, **LEVEL 3**'s **SBC-13STATE** Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.

- 17.2.2 **LEVEL 3** must contact **SBC-13STATE** Project manager five (5) business days prior to scheduling a request for the termination of **LEVEL 3**'s power cable leads to **SBC-13STATE** Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. This option is only available if **LEVEL 3** does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 **LEVEL 3** may not elect to do some but not all the activities unless otherwise permitted in this Section. If **LEVEL 3** selects this option, **LEVEL 3** must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. **LEVEL 3**'s **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

- 17.3.1 Implementation Intervals when **LEVEL 3** hires **SBC-13STATE** Approved Vendor Installs Interconnection and Power Cabling
- 17.3.1.1 **SBC-13STATE** will provide Virtual Collocation arrangements in Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Premises will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify **LEVEL 3** as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of **LEVEL 3**'s accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that **LEVEL 3**'s Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise **LEVEL 3** of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide **LEVEL 3** with sufficient detail so that **LEVEL 3** has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, **LEVEL 3** must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications and apply only when **LEVEL 3** installs interconnection and power cabling.
- 17.3.1.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to **LEVEL 3**'s **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives a complete and accurate Virtual Collocation Application from **LEVEL 3**. **LEVEL 3** must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the

delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If **LEVEL 3** has not provided **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified **LEVEL 3** its request has been granted, the application will be canceled. Dedicated space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from **LEVEL 3** with applicable fees. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by **LEVEL 3** and the need for additional preparation of the space such as overhead racking, additional power or HVAC. The delivery interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

Table 1

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

17.3.1.3 Should **LEVEL 3** submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and the delivery intervals set forth in Table (1) above will be re-started. All Virtual Collocation Applications received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

17.3.1.4 For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Premises Virtual Collocation is requested:

17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If

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

17.3.2 Payment

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

17.3.3 Cable Augments

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

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

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

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

17.3.3.3 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by **LEVEL 3**, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to **LEVEL 3** by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from **LEVEL 3** will be processed in the order received unless **LEVEL 3** provides a priority list, whichever is applicable.

Number of All Applications submitted by One Collocator per state <u>or metering region</u>	Necessary Elements such as Iron/Racking and Power exist for Virtual Collocation <u>Use</u>	Necessary Elements such as Iron/Racking and Power does not exist for Virtual Collocation <u>Use</u>

1 – 10	30 calendar days	60 calendar days
11 - 20	35 calendar days	65 calendar days

17.3.3.4 Should **LEVEL 3** submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from **LEVEL 3** within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

17.3.3.5 For example, but not by way of limitation, if **LEVEL 3** submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Premises requested:

17.3.3.5.1 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days.

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

17.3.4 All Other Augments

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

17.3.5 Walk-Through Visit

17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with **LEVEL 3** and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

17.4 Rates Elements for **SBC-13STATE** Central Offices

17.4.1 DC Power Arrangement Provisioning

- 17.4.1.1 When **LEVEL 3** selects the option to install the power cable by **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.

17.4.2 DS0 Voice Grade Cable Arrangement

- 17.4.2.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.3 DS-1 Interconnection Cable Arrangement to DCS

- 17.4.3.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.4 DS-1 Interconnection Cable Arrangement to DSX

- 17.4.4.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.5 DS-3 Interconnection Cable Arrangement to DCS

- 17.4.5.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.6 DS-3 Interconnection Cable Arrangement to DSX

- 17.4.6.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.7 Fiber Interconnection Cable Arrangement

- 17.4.7.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the Fiber

terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8 Collocation to Collocation Connection

17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.

17.4.8.1.1 Fiber Cable

17.4.8.1.1.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.1.2 Copper Cable

17.4.8.1.2.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.1.3 Coax Cable

17.4.8.1.3.1 When **LEVEL 3** selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

17.4.8.1.4 Cable Racking and Hole

17.4.8.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Premises. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.1.5 Route Design

- 17.4.8.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific on the Collocation Rate Summary.

APPENDIX PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. SOLE REMEDY.....	3
3. DEFINITIONS.....	3
4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH	4
5. LIQUIDATED DAMAGES AS FORM OF REMEDY	4
6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY	4
7. LIQUIDATED DAMAGES; METHOD OF CALCULATION	4
8. TABLE OF CRITICAL VALUES.....	7
9. LIMITATIONS	8
10. RECORDS AND REPORTS.....	9
11 AUDITS.....	10
12. INITIAL IMPLEMENTATION	10
13. PERFORMANCE MEASUREMENTS	10

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 The Performance Measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that **LEVEL 3** is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Agreement.

2. SOLE REMEDY

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

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and **LEVEL 3** are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by **LEVEL 3** with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in the region-specific Attachments is attached hereto and incorporated by reference into to this Appendix. There is a separate Attachment for each Region, to best document unique processes. The purposes of the rules are consistent across the regions.

3.1.2.2 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which LEVEL 3 might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of LEVEL 3 having available to its End User opportunities similar to those opportunities available to SBC-11STATE at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages LEVEL 3 would sustain if a Specified Performance Breach occurs, SBC-11STATE agrees to pay LEVEL 3 Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages LEVEL 3 would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC-11STATE to meet a specified performance commitment in this Appendix and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when SBC-11STATE delivers non-compliant performance as defined in Section 3.1.3. In no event shall SBC-11STATE be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to LEVEL 3 that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 7.1 SBC-11STATE and LEVEL 3 agree to use the following as statistical tests for evaluating the compliance of LEVEL 3 results with the Performance Criterion. These tests are applicable if the number of data points for SBC-11STATE and LEVEL 3 is greater than or equal to 30 for a given measurement.
- 7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that LEVEL 3's results are significantly worse than

either the comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

$$M_{\text{ILEC}} = \text{ILEC Average}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

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

$$\delta_{\text{ILEC}}^2 = \text{Calculated variance for ILEC.}$$

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

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

$$P_{\text{ILEC}} = \text{ILEC Proportion}$$

$$P_{\text{CLEC}} = \text{CLEC Proportion}$$

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

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

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

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{\text{ILEC}} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = P_{\text{ILEC}} n_{\text{ILEC}}.$$

If $P_{\text{ILEC}} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{\text{CLEC}} = n_{\text{CLEC}} - P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = n_{\text{ILEC}} - P_{\text{ILEC}} n_{\text{ILEC}}.$$

Of course if it is also true that $H_{\text{CLEC}} = 0$, then $P_{\text{FE}} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

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

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (DIFF) / \delta_{DIFF}$$

Where;

$DIFF = M_{CLEC} - BM$

M_{CLEC} = CLEC Average

BM = Benchmark

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

δ_{CLEC}^2 = Calculated variance for CLEC.

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

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$K = PN$

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051

38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. LIMITATIONS

- 9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the Parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a Performance Measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by **LEVEL 3** to the extent that it is a direct cause of the noncompliance with a specific performance measure and contrary to its obligations under this Agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or

- equipment were sold to, leased, licensed or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on **LEVEL 3**'s behalf for connection to **SBC-11STATE**'s OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-11STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

- 10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to **LEVEL 3** called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information. Notwithstanding the foregoing, proposed disclosure of such proprietary information to a governmental authority shall be subject to Section 20.4 of the General Terms and Conditions.
- 10.2 Reports are to be made available to **LEVEL 3** by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 **LEVEL 3** will have access to monthly reports through an interactive Website.
- 10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple **LEVEL 3** affiliates shall not be combined for any purpose under this Appendix.
- 10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

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

11. AUDITS

- 11.1 **LEVEL 3** and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that **LEVEL 3** requests such consultation and the issues raised by **LEVEL 3** have not been resolved within 30 days after **LEVEL 3**'s request for consultation, then **SBC-11STATE** will allow **LEVEL 3** to commence a mini-audit, at **LEVEL 3**'s expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).
- 11.2 **LEVEL 3** is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for **LEVEL 3**, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 11.3 **LEVEL 3** will bear the expense of the Mini-Audits, unless **SBC-11STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each Party to the Mini-Audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

- Pre-Ordering/Ordering
- Provisioning
- Maintenance
- Interconnection
- Coordinated Conversions
- Collocation
- Billing

12. INITIAL IMPLEMENTATION

- 12.1 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a **LEVEL 3** first purchases an existing service or unbundled network element(s) associated with a particular performance measurement or purchases a new service with associated measures or purchases an existing service to which a new measure or submeasure has been added. During this three-month, period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

- 13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and it's associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in Section 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this Agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE**

performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX RECORDING

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	RESERVED FOR FUTURE USE.....	3
3.	RESPONSIBILITIES OF THE PARTIES	3
4.	BASIS OF COMPENSATION.....	4
5.	LIABILITY	4

APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC-13STATE will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.

2.0 RESERVED FOR FUTURE USE

3.0 RESPONSIBILITIES OF THE PARTIES

- 3.1 SBC-13STATE will record all IXC transported messages for LEVEL 3 carried over all Feature Group Switched Access Services that are available to SBC-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC-13STATE provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC-13STATE.
- 3.2 SBC-13STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC-13STATE.
- 3.3 SBC-13STATE will provide access usage records that are generated by SBC-13STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC-13STATE, during the billing period established by SBC-13STATE and selected by LEVEL 3.
- 3.5 Standard EMI record formats for the provision of billable message detail and access usage record detail will be established by SBC-13STATE and provided to LEVEL 3.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 SBC-13STATE will provide message detail to LEVEL 3 in data files, (a File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, LEVEL 3 will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for SBC-2STATE. For SBC-2STATE, LEVEL 3 will identify the location and number of times each month the information should be provided via Appendix Data Exchange’s Technical Requirements Form document. SBC-13STATE reserves the right to limit the frequency of transmission to existing SBC-13STATE processing and work schedules, holidays, etc.

- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to **LEVEL 3**.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided to **LEVEL 3** or **LEVEL 3**'s billing agent and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to **LEVEL 3** except on an individual case basis at a reasonable cost.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by **LEVEL 3**, **SBC-13STATE** will forward those messages to **LEVEL 3** or **LEVEL 3**'s billing agent.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to **LEVEL 3** or **LEVEL 3**'s billing agent for its use in billing access to the IXC
- 3.13 When **LEVEL 3** is the Recording Company, **LEVEL 3** will provide its recorded billable messages detail and access usage record detail data to **SBC-13STATE** under the terms and conditions of this Appendix.

4.0 BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by **LEVEL 3** in accordance with this Appendix on a reciprocal, no-charge basis. **LEVEL 3**, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted and according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5.0 LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the Recording company provides the message detail for access usage record to the non-Recording Company. If the non-Recording Company fails to provide written notification post-marked, faxed or dated by commercial courier within sixty (60) calendar days from the date the Recording company provides the message detail for access usage record to the non-Recording Company, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company for the compensation arising from the message detail for access usage records.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message

- processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data. Notwithstanding the foregoing, the Parties agree to use best efforts to ensure the timely and accurate delivery or exchange of billing data between each Party.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party ("Indemnifying Party") also agrees to release, defend, indemnify and hold harmless the other Party ("Indemnified Party") from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with provision of this service to the extent such claim does not arise from the willful misconduct or gross negligence of the Indemnified Party. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I**SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS**ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL
AND ACCESS USAGE RECORDS**

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the LEVEL 3 end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to LEVEL 3.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

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

Option #4: LEVEL 3 Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for LEVEL 3. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to LEVEL 3.

Option #5: LEVEL 3 Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for LEVEL 3. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to LEVEL 3.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for LEVEL 3 end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to LEVEL 3.

Option #9: This option has been withdrawn.

Option #10: Recording Company performs SCP function for LEVEL 3. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to LEVEL 3.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** Recording Company provides tandem function for LEVEL 3. LEVEL 3 requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to LEVEL 3.
- Option #12:** Recording Company provides tandem function for LEVEL 3. LEVEL 3 requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to LEVEL 3.
- Option #13:** Recording Company provides tandem function for LEVEL 3. LEVEL 3 requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to LEVEL 3.
- Option #14:** Recording Company provides tandem function for LEVEL 3. LEVEL 3 requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to LEVEL 3.
- Option #15:** Recording Company provides tandem function for LEVEL 3. LEVEL 3 requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to LEVEL 3.

EXHIBIT II

INVOICE DESIGNATION

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)

☐ Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE.
A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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

AUR INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)

☐ Bill period (Please choose a maximum of five dates for SBC SOUTHWEST REGION 5-STATE.
A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

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

APPENDIX SS7

TABLE OF CONTENTS

1. INTRODUCTION.....3

2. SERVICE DESCRIPTION 3

3. ADDITIONAL SS7 SERVICE.....3

1.0 INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which LEVEL 3 and SBC-13STATE will interconnect their respective Common Channel Signaling/Signaling System 7 (CCS/557) signaling networks.

2.0 SERVICE DESCRIPTION

- 2.1 Either party may choose to provide its own SS7 signaling for its facility-based services, or to the extent available, it may purchase SS7 signaling from the other party under the terms and conditions of that party's tariff offering. Alternatively, either party may choose to obtain SS7 signaling from a third-party provider.

- 2.1.1 In the event that LEVEL 3 chooses to act as its own SS7 service provider, the parties will effectuate a Bill and Keep arrangement and shall share the cost of the SS7 quad links in each LATA between their STPs; provided, however, that said Bill and Keep arrangement and use of SS7 quad links apply only to LEVEL 3 CLEC calls and not to calls that are subject to traditional access compensation as found between a long distance carrier and a local exchange carrier, including LEVEL 3 acting as a long distance carrier.

3.0 ADDITIONAL SS7 SERVICES

- 3.1 Any request for SS7 service beyond offerings contained within the parties' tariffs must be negotiated between the Parties.

**APPENDIX-PRICING
(MICHIGAN)**

TABLE OF CONTENTS

1. INTRODUCTION 3

2. RECURRING CHARGES..... 7

3. NON-RECURRING CHARGES..... 7

4. BILLING 8

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

APPENDIX PRICING (MICHIGAN)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term “Lawful UNE,” as that term is defined and used in this Agreement.

1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.

1.3 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission (“Commission-established Non-Interim Rate(s)”). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as “TBD” (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services (“Products or Services”) available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice (“Rate Change Notice”) to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), (“Modified Rate(s)”) to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC’s billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties

as of the effective date of the order, and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-

interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days ***after the effective date of such Commission order***, provide written notice (“Replacement Rate Notice”) to the other Party that it wishes to obtain the non-interim Commission-established rate(s) (“Replacement Rates”) to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC MICHIGAN** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.

1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.

1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act (“Adopting CLEC”), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC MICHIGAN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption (“MFN Effective Date”)) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 **SBC MICHIGAN**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC MICHIGAN** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC MICHIGAN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC MICHIGAN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC MICHIGAN**'s current generic contract rate for the Product or Service set forth in **SBC MICHIGAN**'s applicable state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC MICHIGAN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC MICHIGAN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC MICHIGAN** for that Product or Service and incorporated into **SBC MICHIGAN**'s current state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC MICHIGAN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC MICHIGAN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate,

and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC MICHIGAN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.10.2 **SBC MICHIGAN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC MICHIGAN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC MICHIGAN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC MICHIGAN** network, without any changes to **SBC MICHIGAN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **SBC MICHIGAN** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.

- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

This pricing schedule may not include the rates adopted by the Commission in various Dockets before the effective date of this agreement and after the date the parties filed for arbitration. SBC and Level 3 agree that within thirty days (30) of the date that this Interconnection Agreement is filed with the Commission, they will agree upon pricing appendices which they will then file as an amendment to this ICA to update the pricing contained in this Appendix to include the rates ordered and effective by the Commission prior to the filing date but which rates shall apply retroactively to the Effective Date of this Agreement, which filing shall take place immediately upon approval of the Successor Agreement and First Superseding Amendment. SBC, accordingly, agrees that upon filing of this Agreement that it will provide to Level 3 notice of change of pricing as well as the legal basis for such changes (e.g. it will reference the decisions and/or effective orders it relies upon as grounds for such changes).

The Parties acknowledge that the Pricing Schedule may contain rates for unbundled network elements that are not available pursuant to the terms and conditions of the ICA. The Parties agree that, to the extent that SBC is not required to provide certain unbundled network elements according to federal law that rates for such elements will not be included in the pricing appendix when it is amended by the Parties as set forth above. Thus, the inclusion of such rates in this pricing schedule does not entitle Level 3 to order the network element(s), product(s) or service(s) that are no longer available pursuant to the terms and conditions of the ICA.

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING		SBC NON-RECURRING	
			Monthly		Initial	Additional
	NETWORK ELEMENTS					
	Loops					
	Loops					
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$ 12.54		See NRC prices below	
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$ 8.73		See NRC prices below	
3	2-Wire Analog - Metro (ZoneA)	U2HAA	\$ 8.47		See NRC prices below	
4	Conditioning for dB Loss					
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$ 13.20		See NRC prices below	
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$ 9.46		See NRC prices below	
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$ 9.04		See NRC prices below	
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$ 13.20		See NRC prices below	
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$ 9.46		See NRC prices below	
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$ 9.04		See NRC prices below	
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$ 12.54		See NRC prices below	
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$ 8.73		See NRC prices below	
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$ 8.47		See NRC prices below	
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$ 12.65		See NRC prices below	
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$ 8.86		See NRC prices below	
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$ 8.58		See NRC prices below	
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$ 26.68		See NRC prices below	
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$ 19.29		See NRC prices below	
19	4-Wire Analog - Metro (Zone A)	U4HAA	\$ 18.37		See NRC prices below	
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$ 14.89		See NRC prices below	
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$ 11.17		See NRC prices below	
22	2-Wire Digital - Metro (Zone A)	U2QAA	\$ 10.29		See NRC prices below	
23	DSL Capable Loops					
24	2-Wire xDSL Loop					
25	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 14.17		TBD	N/A
26	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.29		TBD	N/A
27	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 10.26		TBD	N/A
28						
29	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 14.17		TBD	N/A
30	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.29		TBD	N/A
31	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 10.26		TBD	N/A
32						
33	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 14.17		See NRC prices below	
34	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.29		See NRC prices below	
35	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 10.26		See NRC prices below	
36						
37	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 14.17		TBD	N/A
38	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.29		TBD	N/A
39	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 10.26		TBD	N/A
40						
41	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 14.17		See NRC prices below	
42	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.29		See NRC prices below	
43	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 10.26		See NRC prices below	
44						
45	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 14.17		TBD	N/A
46	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.29		TBD	N/A
47	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 10.26		TBD	N/A
48	4-Wire xDSL Loop					
49	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 28.21		See NRC prices below	
50	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.48		See NRC prices below	
51	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 20.43		See NRC prices below	
52	IDSL Capable Loop					
53	IDSL Loop Access Area C - Rural	UY5FC	\$ 14.89		See NRC prices below	
54	IDSL Loop Access Area B - Suburban	UY5FB	\$ 11.17		See NRC prices below	
55	IDSL Loop Access Area A - Metro	UY5FA	\$ 10.29		See NRC prices below	
56						
57	Loop Non-Recurring Charges					
58	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A		\$ 3.16	N/A
59	Service Order- Disconnect	NR9OE	N/A		\$ 1.54	N/A
60	Service Order- Subsequent	REAH9	N/A		\$ 3.02	N/A
61	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A		\$ 17.82	N/A
62	Loop Disconnect	NR9OG	N/A		\$ 5.85	N/A
63	Loop - Record Work Only	NR9UP	N/A		\$ 1.86	N/A
64	Loop Connection - Add/Change	REAH5	N/A		\$ 17.82	N/A
65	DSO - Service Non-Recurring					
66	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A		\$ 107.16	N/A
67	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A		\$ 74.94	N/A
68	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A		\$ 239.23	N/A
69	Administration Charge, per order - Disconnect	NR9OJ	N/A		\$ 74.44	N/A
70	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A		\$ 56.56	N/A
71	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A		\$ 82.32	N/A
72	Cancellation or Change Service Charge-Analog Loop, per last critical date reached					
73	Design Layout Report Date /7/	NR9SO	N/A		\$ 4.03	N/A
74	Records Issue Date /7/	NR9SP	N/A		\$ 17.90	N/A
75	Designed, Verified, and Assigned Date /7/	NR9SQ	N/A		\$ 35.78	N/A
76	Plant Test Date /7/	NR9SR	N/A		\$ 45.60	N/A
77	Cancellation or Change Service Charge-DSO Loop, per last critical date reached					
78	Design Layout Report Date /7/	NR9SS	N/A		\$ 51.26	N/A
79	Records Issue Date /7/	NR9ST	N/A		\$ 107.67	N/A
80	Designed, Verified, and Assigned Date /7/	NR9SU	N/A		\$ 123.81	N/A
81	Plant Test Date /7/	NR9SV	N/A		\$ 421.34	N/A
82	Due Date Change Charge, per Order, per Occasion					

Line	MICHIGAN - Generic Pricing Schedule 1/1	USOC	SBC RECURRING		SBC NON-RECURRING	
			Monthly		Initial	Additional
83	Analog Loop 17/	NR955	N/A		\$ 3.16	N/A
84	DS0 Loop 17/	NR956	N/A		\$ 18.76	N/A
85						
86	Service Coordination Fee, per central office 14/	UFE	\$ 0.84		N/A	N/A
87						
88	LST					
89	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		\$ 151.21	
90	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		\$ 133.44	
91						
92	Loop Qualification Process					
93	Loop Qualification Process - Mechanized	NR98U	N/A		\$ 0.10	N/A
94	Loop Qualification Process - Manual	NR8XU	N/A		\$ 141.38	N/A
95						
96	DSL Conditioning					
97	DSL Conditioning Options - >12KFT and < 17.5KFT					
98	Removal of Repeater Options	NRBXV	N/A		\$ 24.29	N/A
99	Removal Bridged Tap Option	NRBXW	N/A		\$ 23.35	N/A
100	Removal of Load Coil	NRBXZ	N/A		\$ 29.67	N/A
101	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
102	Removal of Repeater Options	NRBNL	N/A		\$ 24.29	N/A
103	Removal Bridged Tap Option	NRBNK	N/A		\$ 23.35	N/A
104	Removal of Load Coil	NRBNJ	N/A		\$ 11.87	N/A
105						
106	SUB-LOOPS					
107	ECS to SAI sub-loop					
108	2 Wire Analog - area A	PENDING	\$ 1.37		See NRC prices below	
109	2 Wire Analog - area B	PENDING	\$ 1.07		See NRC prices below	
110	2 Wire Analog - area C	PENDING	\$ 1.23		See NRC prices below	
111	4 Wire Analog - area A	PENDING	\$ 2.76		See NRC prices below	
112	4 Wire Analog - area B	PENDING	\$ 2.16		See NRC prices below	
113	4 Wire Analog - area C	PENDING	\$ 2.47		See NRC prices below	
114	2 Wire DSL - area A	PENDING	\$ 1.37		See NRC prices below	
115	2 Wire DSL - area B	PENDING	\$ 1.07		See NRC prices below	
116	2 Wire DSL - area C	PENDING	\$ 1.23		See NRC prices below	
117	4 Wire DSL - area A	PENDING	\$ 2.76		See NRC prices below	
118	4 Wire DSL - area B	PENDING	\$ 2.16		See NRC prices below	
119	4 Wire DSL - area C	PENDING	\$ 2.47		See NRC prices below	
120	ECS to Terminal sub-loop					
121	2 Wire Analog - area A	PENDING	\$ 4.91		See NRC prices below	
122	2 Wire Analog - area B	PENDING	\$ 5.17		See NRC prices below	
123	2 Wire Analog - area C	PENDING	\$ 9.17		See NRC prices below	
124	4 Wire Analog - area A	PENDING	\$ 9.79		See NRC prices below	
125	4 Wire Analog - area B	PENDING	\$ 10.34		See NRC prices below	
126	4 Wire Analog - area C	PENDING	\$ 18.29		See NRC prices below	
127	2 Wire DSL - area A	PENDING	\$ 4.91		See NRC prices below	
128	2 Wire DSL - area B	PENDING	\$ 5.17		See NRC prices below	
129	2 Wire DSL - area C	PENDING	\$ 9.17		See NRC prices below	
130	4 Wire DSL - area A	PENDING	\$ 9.79		See NRC prices below	
131	4 Wire DSL - area B	PENDING	\$ 10.34		See NRC prices below	
132	4 Wire DSL - area C	PENDING	\$ 18.29		See NRC prices below	
133	ECS to NID sub-loop					
134	2 Wire Analog - area A	PENDING	\$ 5.84		See NRC prices below	
135	2 Wire Analog - area B	PENDING	\$ 5.97		See NRC prices below	
136	2 Wire Analog - area C	PENDING	\$ 9.90		See NRC prices below	
137	4 Wire Analog - area A	PENDING	\$ 11.72		See NRC prices below	
138	4 Wire Analog - area B	PENDING	\$ 11.94		See NRC prices below	
139	4 Wire Analog - area C	PENDING	\$ 19.80		See NRC prices below	
140	2 Wire DSL - area A	PENDING	\$ 5.84		See NRC prices below	
141	2 Wire DSL - area B	PENDING	\$ 5.97		See NRC prices below	
142	2 Wire DSL - area C	PENDING	\$ 9.90		See NRC prices below	
143	4 Wire DSL - area A	PENDING	\$ 11.72		See NRC prices below	
144	4 Wire DSL - area B	PENDING	\$ 11.94		See NRC prices below	
145	4 Wire DSL - area C	PENDING	\$ 19.80		See NRC prices below	
146	SAI to Terminal sub-loop					
147	2 Wire Analog - area A	PENDING	\$ 4.51		See NRC prices below	
148	2 Wire Analog - area B	PENDING	\$ 4.98		See NRC prices below	
149	2 Wire Analog - area C	PENDING	\$ 8.90		See NRC prices below	
150	4 Wire Analog - area A	PENDING	\$ 9.03		See NRC prices below	
151	4 Wire Analog - area B	PENDING	\$ 9.92		See NRC prices below	
152	4 Wire Analog - area C	PENDING	\$ 17.75		See NRC prices below	
153	2 Wire DSL - area A	PENDING	\$ 4.51		See NRC prices below	
154	2 Wire DSL - area B	PENDING	\$ 4.98		See NRC prices below	
155	2 Wire DSL - area C	PENDING	\$ 8.90		See NRC prices below	
156	4 Wire DSL - area A	PENDING	\$ 9.03		See NRC prices below	
157	4 Wire DSL - area B	PENDING	\$ 9.92		See NRC prices below	
158	4 Wire DSL - area C	PENDING	\$ 17.75		See NRC prices below	
159	SAI to NID sub-loop					
160	2 Wire Analog - area A	PENDING	\$ 5.46		See NRC prices below	
161	2 Wire Analog - area B	PENDING	\$ 5.77		See NRC prices below	
162	2 Wire Analog - area C	PENDING	\$ 9.63		See NRC prices below	
163	4 Wire Analog - area A	PENDING	\$ 10.96		See NRC prices below	
164	4 Wire Analog - area B	PENDING	\$ 11.54		See NRC prices below	
165	4 Wire Analog - area C	PENDING	\$ 19.25		See NRC prices below	
166	2 Wire DSL - area A	PENDING	\$ 5.46		See NRC prices below	
167	2 Wire DSL - area B	PENDING	\$ 5.77		See NRC prices below	
168	2 Wire DSL - area C	PENDING	\$ 9.63		See NRC prices below	
169	4 Wire DSL - area A	PENDING	\$ 10.96		See NRC prices below	
170	4 Wire DSL - area B	PENDING	\$ 11.54		See NRC prices below	
171	4 Wire DSL - area C	PENDING	\$ 19.25		See NRC prices below	
172	Terminal to NID sub-loop					
173	2 Wire Analog - area A	PENDING	\$ 1.38		See NRC prices below	
174	2 Wire Analog - area B	PENDING	\$ 1.25		See NRC prices below	
175	2 Wire Analog - area C	PENDING	\$ 1.21		See NRC prices below	
176	4 Wire Analog - area A	PENDING	\$ 2.80		See NRC prices below	
177	4 Wire Analog - area B	PENDING	\$ 2.53		See NRC prices below	

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING		SBC NON-RECURRING	
			Monthly		Initial	Additional
178	4 Wire Analog - area C	PENDING	\$ 2.42			See NRC prices below
179	2 Wire DSL - area A	PENDING	\$ 1.38			See NRC prices below
180	2 Wire DSL - area B	PENDING	\$ 1.25			See NRC prices below
181	2 Wire DSL - area C	PENDING	\$ 1.21			See NRC prices below
182	4 Wire DSL - area A	PENDING	\$ 2.80			See NRC prices below
183	4 Wire DSL - area B	PENDING	\$ 2.53			See NRC prices below
184	4 Wire DSL - area C	PENDING	\$ 2.42			See NRC prices below
185	NID sub-loop element					
186	2 Wire Analog - area A	PENDING	\$ 0.16			See NRC prices below
187	2 Wire Analog - area B	PENDING	\$ 0.15			See NRC prices below
188	2 Wire Analog - area C	PENDING	\$ 0.15			See NRC prices below
189	4 Wire Analog - area A	PENDING	\$ 0.33			See NRC prices below
190	4 Wire Analog - area B	PENDING	\$ 0.31			See NRC prices below
191	4 Wire Analog - area C	PENDING	\$ 0.32			See NRC prices below
192	2 Wire DSL - area A	PENDING	\$ 0.16			See NRC prices below
193	2 Wire DSL - area B	PENDING	\$ 0.15			See NRC prices below
194	2 Wire DSL - area C	PENDING	\$ 0.15			See NRC prices below
195	4 Wire DSL - area A	PENDING	\$ 0.33			See NRC prices below
196	4 Wire DSL - area B	PENDING	\$ 0.31			See NRC prices below
197	4 Wire DSL - area C	PENDING	\$ 0.32			See NRC prices below
198	2 Wire ISDN Compatible - area A	PENDING	\$ 0.16			See NRC prices below
199	2 Wire ISDN Compatible - area B	PENDING	\$ 0.15			See NRC prices below
200	2 Wire ISDN Compatible - area C	PENDING	\$ 0.15			See NRC prices below
201	Sub-Loop Non-Recurring Charges					
202	Analog Sub-Loop					
203	Service Ordering Charges					
204	Installation, per occasion per location	PENDING	NA		\$ 3.16	NA
205	Disconnect, per occasion per location	PENDING	NA		\$ 1.54	NA
206	Subsequent, per occasion	PENDING	NA		\$ 3.02	NA
207	Record Work, per occasion	PENDING	NA		\$ 1.86	NA
208	Sub-Loop Connection Charge, per termination	PENDING	NA		\$ 17.82	NA
209	Sub-Loop Disconnection Charge, per termination	PENDING	NA		\$ 5.85	NA
210						
211						
212	Cross Connects					
213	2-Wire /4/	CXCT2	\$ 0.13		NA	NA
214						
215						
216	Routine Modifications					
217	Routine Modifications of Existing Facilities Charge	NA	NA		ICB	NA
218						
219						
220						
221	LNP					
222	Local Number Portability /9/	NSR	\$0.18		N/A	
223						
224	OTHER					
225	Directory Assistance					
226						
227	Facility- Based DA					
228	Directory Assistance, per occurrence	OPEN	\$ 0.30		NA	NA
229	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15		NA	NA
230	Directory Assistance/National Directory Assistance, per occurrence/Reverse DA, per call	OPEN	\$ 0.35		NA	NA
231	Branding - Other - Initial/Subsequent Load	OPEN			\$ 1,800.00	NA
232	- per call	OPEN	\$ 0.025			
233	Branding - Facility Based - Initial/Subsequent Load					
234	- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
235	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
236	Rate Reference - Subsequent Load	OPEN	NA		\$ 1,000.00	NA
237						
238	DA Listing Liscense					
239	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
240	- per listing for initial load	OPEN	NA		\$ 0.040	NA
241	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
242	Option #2 Full File (all states inclusive) Billable Release					
243	- per listing for initial load	OPEN	NA		\$ 0.020	NA
244	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
245	- per usage/query	OPEN	NA		\$ 0.020	NA
246	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
247	- per listing for initial load	OPEN	NA		\$ 0.050	NA
248	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
249	Option #4 Pick & Choose (by state) Billable Release					
250	- per listing for initial load	OPEN	NA		\$ 0.020	NA
251	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
252	- per usage/query	OPEN	NA		\$ 0.020	NA
253						
254	Operator Services					
255	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15		NA	NA
256	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02		NA	NA
257	Branding - Other - Initial/Subsequent Load	OPEN			1,800.00	
258	- per call	OPEN	\$ 0.025			
259	Branding - Facility Based - Initial/Subsequent Load					
260	- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
261	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
262	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA		\$ 1,000.00	NA
263						
264	Ancillary Message Compensation (per message)	OPEN	0.03		N/A	N/A
265						
266	Structure Access - Poles & Ducts		Annually			
267	Per Pole attachment*	OPEN	\$ 1.48			
268	Per Foot of innerduct	OPEN	\$ 0.08			
269	Application fee	OPEN			\$ 200.00	
270	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
271	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
272						

Line	MICHIGAN - Generic Pricing Schedule 1/1		USOC	SBC RECURRING	SBC NON-RECURRING
				Monthly	Initial Additional
273	Emergency Number Service Access				
274	911 Selective Router Interconnection				
275	-Each DSO installed				
276	-Analog Channel Interface	EV69X	\$	19.81	\$ 496.18
277	ANI/ALI/SR and Database Management				
278	- Per 100 records, rounded up to nearest 100	9S89X	\$	3.93	\$0.00
279	911 Selective Router Switch Administration				
280	-Per Selective Router				
281					
282	INTERCARRIER COMPENSATION				
283					
284	Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$	0.0007	
285					
286					
287	RESALE			RESALE DISCOUNTS	
288	BUSINESS			RECURRING	NON-RECURRING
289	LOCAL EXCHANGE SERVICE				
290	Business 1 Party	RESALE		18.15%	18.15%
291	Business - Measured	RESALE		18.15%	18.15%
292	Customer Operated Pay Telephone (COPT)	RESALE		18.15%	18.15%
293					
294	EXPANDED LOCAL CALLING				
295	Interzone	RESALE		18.15%	18.15%
296					
297	VERTICAL SERVICES				
298	Anonymous Call Rejection	RESALE		18.15%	18.15%
299	Repeat Dialing (Auto Redial)	RESALE		18.15%	18.15%
300	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE		18.15%	18.15%
301	Call Blocker	RESALE		18.15%	18.15%
302	Call Forwarding	RESALE		18.15%	18.15%
303	Call Forwarding - Busy Line	RESALE		18.15%	18.15%
304	Call Forwarding - Busy Line/Don't Answer	RESALE		18.15%	18.15%
305	Call Forwarding - Don't Answer	RESALE		18.15%	18.15%
306	Automatic CallBack (Call Return)	RESALE		18.15%	18.15%
307	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE		18.15%	18.15%
308	Call Trace	RESALE		18.15%	18.15%
309	Call Waiting	RESALE		18.15%	18.15%
310	Caller ID With Name (Calling Name)	RESALE		18.15%	18.15%
311	Caller ID (Calling Number)	RESALE		18.15%	18.15%
312	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE		18.15%	18.15%
313	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE		18.15%	18.15%
314	Remote Access to Call Forwarding (Grandfathered)	RESALE		0%	0%
315	Selective Call Forwarding	RESALE		0%	0%
316	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE		18.15%	18.15%
317	Remote Call Forwarding-Per Feature	RESALE		18.15%	18.15%
318	RCF, Interstate, Interexchange	RESALE		18.15%	18.15%
319	RCF, Intrastate	RESALE		18.15%	18.15%
320	RCF, Interstate, International	RESALE		18.15%	18.15%
321	RCF, Intrastate, Interexchange	RESALE		18.15%	18.15%
322	RCF to 800	RESALE		18.15%	18.15%
323	RCF Additional	RESALE		18.15%	18.15%
324	Speed Calling 8	RESALE		18.15%	18.15%
325	Speed Calling 30	RESALE		18.15%	18.15%
326	Three Way Calling	RESALE		18.15%	18.15%
327	Call Screening	RESALE		18.15%	18.15%
328	Busy Line Transfer	RESALE		18.15%	18.15%
329	Alternate Answer	RESALE		18.15%	18.15%
330	Message Waiting - Tone	RESALE		18.15%	18.15%
331	Easy Call	RESALE		18.15%	18.15%
332	Prime Number Service	RESALE		18.15%	18.15%
333	SBC Michigan Privacy Manager	RESALE		18.15%	18.15%
334	Name and Number Delivery Service	RESALE		18.15%	18.15%
335					
336	DID				
337	DID	RESALE		18.15%	18.15%
338					
339	TRUNKS				
340	Trunk	RESALE		18.15%	18.15%
341					
342	AIN				
343	Area Wide Networking	RESALE		18.15%	18.15%
344	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE		18.15%	18.15%
345	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE		18.15%	18.15%
346					
347	OTHER				
348	Grandfathered Services	RESALE		0.00%	0.00%
349	Promotions (Greater than 90 days)	RESALE		18.15%	18.15%
350	TouchTone (Business)	RESALE		18.15%	18.15%
351	TouchTone (Trunk)	RESALE		18.15%	18.15%
352	900/976 Call Blocking (900/976 Call Restriction)	RESALE		0%	0%
353	976 (976 Information Delivery Service)	RESALE		0%	0%
354	Access Services (See Access Tariff)	RESALE		0%	0%
355	Additional Directory Listings	RESALE		18.15%	18.15%
356	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE		0%	0%
357	Connection Services	RESALE		18.15%	18.15%
358	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE		0%	0%
359	Shared Tenant Service	RESALE		0%	0%
360					
361	Data Services				
362	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE		18.15%	18.15%
363	PBX Trunks	RESALE		18.15%	18.15%
364	Mult-Service Optical Network (MON)	RESALE		18.15%	18.15%
365	OCn-PTP	RESALE		18.15%	18.15%
366	ADTS-E	RESALE		18.15%	18.15%

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING	
				Monthly		Initial	Additional
367	DS0		RESALE	18.15%		18.15%	
368	DS1		RESALE	18.15%		18.15%	
369	DS3		RESALE	18.15%		18.15%	
370							
371	ISDN						
372	ISDN		RESALE	18.15%		18.15%	
373							
374	DIRECTORY ASSISTANCE SERVICES						
375	Directory Assistance Services		RESALE	18.15%		20.29%	
376	Local Operator Assistance Service		RESALE	18.15%		18.15%	
377							
378	TOLL						
379	TOLL		RESALE	18.15%		18.15%	
380							
381	OPTIONAL TOLL CALLING PLANS						
382	Optional Toll Calling Plans		RESALE	18.15%		18.15%	
383							
384	CENTREX (PLEXAR)						
385	SBC Michigan Centrex Service ACS		RESALE	18.15%		18.15%	
386	SBC Michigan Centrex Network Manager		RESALE	0%		0%	
387							
388	PRIVATE LINE						
389	Analog Private Lines		RESALE	18.15%		18.15%	
390	Private Line Channel Services		RESALE	18.15%		18.15%	
391							
392	RESIDENCE			RESALE DISCOUNTS			
393	LOCAL EXCHANGE SERVICE			RECURRING		NON-RECURRING	
394	Life Line		RESALE	0%		0%	
395	Residence 1 Party		RESALE	18.15%		18.15%	
396	Residence Measured		RESALE	18.15%		18.15%	
397							
398	EXPANDED LOCAL CALLING						
399	Interzone		RESALE	18.15%		18.15%	
400							
401	VERTICAL SERVICES						
402	Anonymous Call Rejection		RESALE	18.15%		18.15%	
403	Repeat Dialing (Auto Redial)		RESALE	18.15%		18.15%	
404	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	18.15%		18.15%	
405	Call Blocker		RESALE	18.15%		18.15%	
406	Call Forwarding		RESALE	18.15%		18.15%	
407	Call Forwarding - Busy Line		RESALE	18.15%		18.15%	
408	Call Forwarding - Busy Line/Don't Answer		RESALE	18.15%		18.15%	
409	Call Forwarding - Don't Answer		RESALE	18.15%		18.15%	
410	Automatic Call-Back (Call Return)		RESALE	18.15%		18.15%	
411	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	18.15%		18.15%	
412	Call Trace		RESALE	18.15%		18.15%	
413	Call Waiting		RESALE	18.15%		18.15%	
414	Caller ID with Name (Calling Name)		RESALE	18.15%		18.15%	
415	Caller ID (Calling Number)		RESALE	18.15%		18.15%	
416	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	18.15%		18.15%	
417	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	18.15%		18.15%	
418	Priority Call		RESALE	18.15%		18.15%	
419	Remote Access to Call Forwarding (GF)		RESALE	0%		0%	
420	RCF, Interstate, Interexchange		RESALE	18.15%		18.15%	
421	RCF, Intrastate		RESALE	18.15%		18.15%	
422	RCF, Interstate, International		RESALE	18.15%		18.15%	
423	RCF, Intrastate, Interexchange		RESALE	18.15%		18.15%	
424	RCF to 800		RESALE	18.15%		18.15%	
425	RCF Additional		RESALE	18.15%		18.15%	
426	Selective Call Forwarding		RESALE	18.15%		18.15%	
427	Speed Calling 8		RESALE	18.15%		18.15%	
428	Three Way Calling		RESALE	18.15%		18.15%	
429	Call Screening		RESALE	18.15%		18.15%	
430	Busy Line Transfer		RESALE	18.15%		18.15%	
431	Alternate Answer		RESALE	18.15%		18.15%	
432	Message Waiting - Tone		RESALE	18.15%		18.15%	
433	Easy Call		RESALE	18.15%		18.15%	
434	SBC Michigan Privacy Manager		RESALE	18.15%		18.15%	
435	Name and Number Delivery Service		RESALE	18.15%		18.15%	
436							
437	ISDN						
438	ISDN		RESALE	18.15%		18.15%	
439							
440	Other (Resale)						
441	DIRECTORY ASSISTANCE SERVICES						
442	Directory Assistance Services		RESALE	18.15%		18.15%	
443	Local Operator Assistance Service		RESALE	18.15%		18.15%	
444	Reverse Directory Assistance		RESALE	\$1.25			
445	OS/DA Reseller Branding - Initial Load Subsequent Load		RESALE			\$1,800.00	
446	OS/DA OS/DA Reseller Branding - Per Call		RESALE	\$0.025			
447	OS/DA Reseller Rate Reference - Initial Load		RESALE			\$2,200.00	
448	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load		RESALE			\$1,000.00	
449							
450	OTHER						
451	Grandfathered Services		RESALE	0%		0%	
452	Promotions (Greater than 90 Days)		RESALE	18.15%		18.15%	
453	TouchTone		RESALE	18.15%		18.15%	
454	Home Services Packages		RESALE	18.15%		18.15%	
455	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%	
456	976 (976 Information Delivery Service)		RESALE	0%		0%	
457	Access Services (See Access Tariff)		RESALE	0%		0%	
458	Additional Directory Listings		RESALE	18.15%		18.15%	
459	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%	
460	Connection Services		RESALE	18.15%		18.15%	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

1st Amendment Superseding Certain Intercarrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

***First Amendment
Superseding Certain Intercarrier Compensation,
Interconnection and Trunking Provisions***

This First Amendment Superseding Certain Intercarrier Compensation, Interconnection and Trunking Terms ("First Amendment") is applicable to this and any future Interconnection Agreement as provided herein between SBC Operations, Inc. ("SBC") on behalf of and as agent for Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell Inc. d/b/a SBC Wisconsin, Nevada Bell Telephone Company d/b/a SBC Nevada, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC SNET, and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, SBC Oklahoma, SBC Texas, SBC Arkansas, and SBC Kansas and any of its future Affiliates or subsidiaries which are the Incumbent Local Exchange Carrier (hereinafter each individually being a "SBC ILEC," and collectively being the "SBC ILECs") and Level 3 Communications, LLC and any of its future Affiliates or subsidiaries which are a Certified Local Exchange Carrier ("Level 3"), in the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut from January 1, 2005 through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" ("MFN") rights. Each of the SBC ILECs and Level 3 may be referred to individually as "Party," or collectively as the "Parties";

WHEREAS, SBC ILECs and Level 3 entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, SBC ILECs and Level 3 agree that they would not have agreed to this First Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein;

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties entered into a Second Amendment to Level 3 Contracts Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms which expired on December 31, 2004; and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties desire to extend the Amendment for the period from January 1, 2005 up through and including the Termination Date subject to the modifications set forth herein.

NOW, THEREFORE, for and in consideration of the promises, mutual promises and covenants contained in this First Amendment, and other good and valuable

1st Amendment Superseding Certain Intercarrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term, Scope of Agreement and Lock In:

1.1 The term of this First Amendment shall commence on January 1, 2005 and shall continue until December 31, 2006 ("Termination Date"). Thereafter, provided that Level 3 does not MFN into or otherwise adopt an underlying Interconnection Agreement with a term ending after December 31, 2006, this Amendment will remain in full force and effect unless terminated by either Party according to the terms and conditions of the underlying Interconnection Agreement to which this First Amendment applies. The Parties agree that this First Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This First Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties for the period from January 1, 2005¹ up through and including the Termination Date, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.2 Any inconsistencies between the provisions of this First Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above for the period from January 1, 2005 through and including the Termination Date, will be governed by the provisions of this First Amendment, unless this First Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.3 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the First Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the First Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through December 31, 2006. To the extent that the date of state PUC approval of the underlying interconnection agreement precedes the date of state PUC approval of the First Amendment, the Parties agree that the rates, terms and conditions of the First Amendment will, upon state PUC approval of the First Amendment, apply retroactively to January 1, 2005.

1.4 Level 3 hereby waives its section 252(i) MFN rights; provided, however, that if another agreement contains rates, terms, and conditions for intercarrier compensation, points of interconnection or trunking that have been voluntarily agreed to

¹ It is SBC's position that notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after January 1, 2005, such Adopting CLEC shall only be entitled to receive the rates, terms and conditions as set forth in this amendment prospectively beginning from the date that the MFN provisions become effective between ILEC and the Adopting CLEC, following the date the applicable public utilities commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting CLEC be entitled to the application of the rates, terms and conditions under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

by SBC ILEC across the thirteen-state region as a whole, Level 3 may exercise its rights under section 252(i) to obtain the agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver includes, but is not limited to, any lease, transfer, sale or other conveyance by Level 3 of all or a substantial portion of its assets, in which case Level 3 shall obtain the purchaser's agreement to be bound by the terms and conditions set forth herein, but only as to that portion of purchaser's operations resulting from the purchase of Level 3

2.0 Change of Law:

2.1 During the period from January 1, 2005 up through and including the Termination Date, the Parties waive any rights they may have under the Parties' current ICAs or any future interconnection agreement(s) to which this First Amendment is added, or any other amendments thereto with respect to Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this First Amendment, except as set forth in Sections 7 below. Provided, however, that if the FCC acts without issuing an order in the *Level 3, LLC Petition for Forbearance Under 47 U.S.C. § 160(c) from Enforcement of 47 U.S.C. § 251(g), Rule 51.701(b)(1), and Rule 69.5(b)* WC Docket 03-266, (filed Dec. 23, 2003) ("*Level 3 Forbearance Petition*") or the *Level 3 Forbearance Petition* otherwise takes effect by operation of Section 10 of the Act or if the FCC issues an order in CC Docket 96-98, the FCC's rulemaking in *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket 0192, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) and/or *In the Matter of IP Enabled Services*, WC Docket 04-36 (collectively or individually "FCC Order"), the affected provisions of this Amendment relating to reciprocal compensation, Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party once the FCC Order has become effective (the "Written Request"). In such event, upon receipt of the Written Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s), provided, however, that the rates, terms and conditions ultimately ordered by a state commission, court, or other body of competent jurisdiction in the complaint proceeding or negotiated by the Parties during the dispute resolution process shall be retroactive to the effective date of the Written Request following such FCC Order. Except with respect to the specific exceptions in this Section 2.2 as to the specific provisions relating to Total Compensable Local Traffic (as defined herein), POIs or trunking requirements, during the time period from January 1, 2005 up through and including the Termination Date, each Party shall otherwise have full intervening law rights under the underlying ICAs or future interconnection agreement(s), and may invoke such intervening law/change in law rights as to any provisions in the

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

Agreement (including any separate amendments to the Agreement) impacted by any regulatory, legislative or judicial action.

3.0 Reservations of Rights:

3.1 Notwithstanding the remedies set forth in Section 7.0 and any other remedies or procedures reflected herein, SBC or Level 3 may also elect, at their sole discretion, to immediately pursue their legal remedies against each other and/or any other carrier in a court of law or other venue in lieu of or in addition to the remedies or procedures set forth herein.

3.2 When traffic is misclassified as set forth herein, both Parties shall fully cooperate, to the fullest extent allowed by law, in the assertion and/or prosecution of any claims, defense or other actions against other carriers.

3.3 Except as specifically modified by this First Amendment with respect to their mutual obligations herein and subject to Section 2.0, and including, but not limited to: (1) whether ISP calls constitute local traffic and is or is not subject to reciprocal compensation obligations; (2) what should be the appropriate treatment (compensation and routing/trunking) of IP-PSTN traffic and what facilities should be used to transport such traffic; and (3) what should be the appropriate treatment (compensation and routing) of Virtual Foreign Exchange traffic, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body. The Parties further agree that nothing in this First Amendment shall be construed as an admission on the matters set forth above and that neither Party will claim, in any forum, that the matters set forth herein indicated the other Party's agreement or acquiescence that the arrangements set forth herein are the proper arrangements under Section 251 of the Act.

4.0 Network Architecture Requirements:

4.1 In California and Illinois, Level 3 will establish a physical point of interconnection ("POI") in each mandatory local calling area. The Parties agree that this requirement is satisfied if Level 3 (at its sole option) establishes a POI either:

(i) at each SBC access or local tandem and each end office where Level 3 maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each local calling area where an SBC end office does not subtend an SBC tandem.

4.2 In Connecticut, Indiana, Michigan, Nevada, Ohio, and Wisconsin, Level 3 will establish a POI in each mandatory local calling area. The Parties agree that this requirement is satisfied if Level 3 establishes a POI at each SBC access or local tandem

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

and at an End Office not served by a SBC Tandem when traffic to that end office exceeds 6 DSIs at peak over three (3) consecutive months.

4.3 In Texas, Oklahoma, Missouri, Kansas and Arkansas, Level 3 will establish a POI in 80% of the total number of mandatory local calling areas within each state ("MLCA POIs"). Once Level 3 has established such MLCA POIs in 80% of the total number of mandatory local calling areas within a state:

- (i) Level 3 shall maintain its existing MLCA POIs within that state; and
- (ii) and for mandatory local calling areas where Level 3 has not established a POI Level 3 will establish or maintain at least one POI per LATA and will establish additional POIs:
 - (a) at a tandem separate from the existing POI arrangement, when traffic to that tandem and its subtending end offices exceeds twenty-four DSIs at peak over three (3) consecutive months; or
 - (b) at an End Office not served by a SBC Tandem when traffic to that end office exceeds 6 DSIs at peak busy hour over three (3) consecutive months.

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

4.5 Level 3 shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI. The financial responsibility for the facilities, trunks and equipment on SBC's side of POI shall be shared by the Parties based on the percentage of traffic carried over the facility that is interLATA and intraLATA access traffic out of the total interLATA, Section 251(b)(5), ISP-bound and intraLATA traffic carried over the facility. Level 3 shall be financially responsible for the percentage of the facility cost equivalent to the percentage of the interLATA and intraLATA access traffic that is transported over that facility. The portion of the facility cost that is equivalent to the percentage of IP-PSTN traffic transported over the facility will be placed by Level 3 into the escrow account addressed in Section 7 herein and shall be subject to all terms and conditions of Section 7. The parties will use the transport rate set forth in the state and interstate SBC switched access tariffs corresponding to the location of the facility as a proxy for determining the rates Level 3 will pay for its percentage. For example, but not by way of limitation, if 20% of the traffic transported over a particular facility is intraLATA and interLATA access traffic Level 3 will pay to SBC an amount equal to 20% of the tariffed switched access rate transport rate for interLATA traffic for the facility used to carry such traffic.

4.6 Level 3 may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from SBC ILECs (without the need for Level 3 equipment, facilities, or collocation at the SBC ILECs' offices), or services or facilities from a First party, by establishing collocation, , or by provisioning such services or

1st Amendment Superseding Certain Intercarrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

facilities for itself. If Level 3 utilizes dedicated Special Access facilities, it shall be required to begin paying SBC ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.7 The Parties will use the interconnection architecture described in this Section 4 ("Interconnection Arrangements") to exchange Section 251(b)(5), ISP-bound, IP-PSTN, PSTN-IP, intraLATA and interLATA traffic exchanged between (i) SBC and users and Level 3 end users or Level 3 customers' end users or (ii) Level 3 and end users served by First party telecommunications carriers using an SBC non-resale offering whereby SBC provides the end office switching on a wholesale basis. If Level 3 desires to act as a presubscribed interexchange carrier ("PIC") and desires to route such PIC traffic over the interconnection architecture, Level 3 will make a written request, and subject to the Parties' mutual agreement, the Parties will negotiate in good faith to evaluate the feasibility of transporting such traffic. If Level 3 utilizes the interconnection architecture described in Section 4 for purposes other than those set forth in this Section 4.7, Level 3 will compensate SBC for the carriage of such traffic and contact the terminating carrier to make appropriate compensation arrangements.

4.7.1 Indemnification:

4.7.1.1 Notwithstanding the indemnification provisions in the underlying interconnection agreement to which this Amendment applies, where Level 3 utilizes the interconnection architecture for purposes other than those specified in Section 4.7 herein and SBC provides information that identifies Level 3 as having routed such traffic to a First party carrier in violation of section 4.7 and such carrier brings legal action against SBC for such traffic, Level 3 will also indemnify and defend and hold harmless SBC against such carrier(s) seeking compensation for such traffic to the extent such indemnification and hold harmless is related to the aforementioned traffic.

4.8 Level 3 agrees to abide by SBC ILECs' trunk engineering/administration guidelines as stated in the ICAs.

4.9 The Parties recognize that embedded one-way interconnection trunks may exist. Within forty five (45) days of the execution of this amendment, the Parties will agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM, which shall include a cutover and project management plan. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule.

4.10 Subject to Section 4.12 in order to qualify for receipt of reciprocal compensation for Total Compensable Local Traffic in a given tandem serving area as provided in this amendment, Level 3 will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% of total trunking within such tandem serving area for two consecutive months. Subject to Section 4.11, if Level 3 has not established a POI required by this

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

Section 4.0, Level 3 shall not be entitled to intercarrier compensation for calls from that local calling area.

4.11 For new interconnections, Level 3 will achieve the DEOT criteria identified in Section 4.9 no later than six (6) months (or such other period as may be agreed to by the Parties) after the parties first exchange traffic for each new interconnection arrangement.

4.12 Under no circumstances shall Level 3 have any liability or otherwise be penalized under this First Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.10. Furthermore, Level 3 will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from SBC ILEC's inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from SBC ILEC's failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether SBC ILEC's inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.12.1 Establishing a New POI where Level 3 provides service as of the date of execution of this First Amendment: Level 3 will notify SBC ILEC of Level 3's intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) no later than 90 days prior to the end of the transition period by letter to the SBC ILEC Account Manager and project manager for Level 3. Level 3 and SBC ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.10. Nothing in this paragraph specifically or this First Amendment generally shall prevent Level 3 from ordering, or excuse SBC ILECs from provisioning, trunks with respect to an existing POI for new growth or augmentations during the time that a new POI is being established.

4.12.2 Establishing a POI where Level 3 does not provide service as of the date of execution of this Amendment: Level 3 will notify its SBC ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of SBC ILEC's receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Ameritech territory) prior to the exchange of live traffic.

4.13 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

provisioning process will be the same as those used for SBC ILECs' Switched Access service.

4.14 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on Level 3's ability to order and receive trunks in any given market.

4.15 In a blocking situation, Level 3 may escalate to its SBC ILEC Account Manager in order to request a shorter interval. The SBC ILEC Account Manager will obtain the details of the request and will work directly with the SBC ILEC LSC and network organizations in order to determine if Level 3's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic:

5.1 If Level 3 designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by Level 3 in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation.

5.2 Section 251(b)(5) traffic, Virtual Foreign Exchange, Mandatory Local, Optional EAS traffic will be combined with traffic terminated to Internet Service Providers (ISPs) to determine the Total Compensable Local Traffic.

5.3 For intrastate and interstate toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's applicable Tariffs, but such compensation shall not exceed the compensation contained in an ILEC's tariff in whose exchange area the End User is located.

5.4 Except as provided in Section 7.0 herein, all traffic terminated to SBC end users by Level 3 (including, but not limited to IP-PSTN traffic as defined herein), will be treated as if it were originated by Level 3 and compensated accordingly.

6.0 Rate Structure and Rate Levels:

Total Compensable Local Traffic as defined herein will be exchanged in all states at the rates set forth below. These rates shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

January 1, 2005 to June 30, 2005:	\$.00050 per minute of use;
July 1, 2005 to December 31, 2005:	\$.00045 per minute of use;
January 1, 2006 to Termination Date:	\$.00040 per minute of use.

1st Amendment Superseding Certain Intercarrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

In the event that this First Amendment continues beyond the Termination Date as set forth in Section 1.1, the Parties agree that the rate for Total Compensable Local Traffic shall be \$.00035 per minute of use.

7.0 IP-PSTN Traffic

7.1 For purposes of this agreement, Internet Protocol - Public Switched Telephone Network Traffic ("IP-PSTN Traffic") is defined as traffic that originates in IP format over a broadband connection, is transmitted to the IP service provider in IP format, is converted from IP format to circuit switched format and is terminated to a party served by a circuit switch; and/or,

7.2 For purposes of this agreement, Public Switched Telephone Network - Internet Protocol Traffic ("PSTN-IP Traffic") is defined as traffic that originates from a party served by a circuit switch, is converted from circuit-switched format to IP format, is transmitted by the IP service provider in IP format, and is terminated in IP format except that traffic PIC'd to an IXC is not included in this definition.

7.3 The Party delivering IP-PSTN Traffic for termination to the other Party's end user customer (the "Delivering Party") shall pay to the other party the rate for Total Compensable Local Traffic as defined in Section 6 above. On a monthly basis, no later than the 15th day of the succeeding month to which the calculation applies, the Delivering Party shall report its calculation of the difference between the amounts Level 3 paid to SBC for terminating such traffic (at rates applicable to Total Compensable Local Traffic (as defined herein)) and the amounts Level 3 would have paid had that traffic been rated according to SBC's intrastate or interstate switched access tariffs based upon originating and terminating NPA-NXX ("Delta"). By the first day of the following month, the Parties will agree on the amount of the Delta. At such time as the Delta exceeds \$500,000 the Parties will negotiate resolution of the Delta for a period not to exceed eleven (11) business days. If the Parties are unable to reach resolution, Level 3 shall pay the Delta into an interest bearing escrow account with a First Party escrow agent mutually agreed upon by the Parties.

7.4 To be acceptable, the escrow agent and escrow account must meet all of the criteria established in the General Terms and Conditions of the Parties' underlying Interconnection Agreement except disbursements from the escrow account will be limited to those authorized in writing by both Parties.

7.5 If SBC determines in good faith in any month that 2% or more of the traffic originated by Level 3 and/or its customers is classified by Level 3 (1) as IP-PSTN Traffic when it is not IP-PSTN Traffic (e.g. it is PSTN-IP-PSTN traffic), or (2) as traffic subject to the Total Compensable Local Traffic rate, when in reality the traffic is subject to the terminating party's state or federal switched access tariff the Parties agree:

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC (LECs)/Level 3 Communications, LLC
February 10, 2005

(i) SBC will provide sufficient call detail records or other information (including the reasons that SBC believes the traffic is misidentified) to permit Level 3 to investigate and identify the traffic SBC has determined is misidentified;

Level 3 shall correct the classification for such traffic

a. Pay the Delta for traffic previously terminated and billed as Total Compensable Local Traffic; and

b. Pay the appropriate tariffed switched access rates for traffic terminated but not yet billed.

(iii) Level 3 shall pay SBC the applicable tariffed switched access rates for all misclassified traffic;

(iv) the Parties agree that if more than 2% of the total traffic exchanged is misclassified, there is a presumption that the misclassification is intentional, rebuttable by Level 3. Level 3 will pay SBC twice the rate of the switched access applicable to such misclassified traffic terminated by SBC.

7.6 If SBC determines that any traffic terminated to SBC by Level 3 that is not originated by Level 3 or its customer is classified (1) as IP-PSTN Traffic when that traffic is not IP-PSTN Traffic (e.g. it is PSTN-IP-PSTN traffic), or (2) as traffic subject to the Total Compensable Local Traffic rate, when in reality the traffic is subject to terminating party's intrastate or interstate switched access tariff the Parties agree:

(i) SBC will provide sufficient call detail records or other information (including the reasons that SBC believes the traffic is misidentified) to permit Level 3 to investigate and identify the traffic SBC has determined is misidentified;

(ii) Level 3 will provide a written response to SBC within ten (10) business days;

(iii) Level 3 will take such actions as appropriate and lawful to correct the misclassification of all such misclassified traffic;

(iv) Level 3 will pay SBC the applicable switched access rates for all such misclassified traffic; or provide information and affirmative assistance requested by SBC in its effort to recover the appropriate compensation for the misclassified traffic;

(v) to cooperate in the investigation and recovery of the appropriate compensation for the misclassified traffic from the appropriate party.

7.7 Each month, Level 3 agrees to provide, in electronic format, a call detail record for each call that Level 3 delivers to SBC and for each call that SBC delivers to a

1st Amendment Superseding Certain Intercarrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

Level 3 customer utilizing IP service. Such call detail records shall contain, at a minimum, the following information: Message Date (MM/DD/YY); Originating Number; Terminating Number; Terminating LRN; Connect Time; and Elapsed Time. Additionally Level 3 agrees to provide information sufficient to classify the traffic (Total Compensable Traffic, IP-PSTN, Intrastate Switched Access, Interstate Switched Access, and such other information as necessary to calculate the Delta as set forth in Section 7 of this First Amendment).

7.8 This Section 7.0 shall remain in effect until the effective date of an FCC Order or addressing compensation for IP-PSTN/ PSTN -IP traffic, at which time the Parties agree to allocate the Delta identified in Section 7.3 in a manner consistent with such Forbearance Petition or FCC order and the affected provisions shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court or regulatory agency upon the written request of either Party. In such event, the Parties shall amend this First Amendment within forty-five (45) days to incorporate appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

7.9 Nothing herein shall be deemed to represent a waiver by either Party of any rights with respect to any of the matters addressed in the aforementioned FCC proceedings, including but not limited rights of reconsideration, appeal, and assertions of rights with regard to intercarrier compensation.

8.0 PSTN-IP-PSTN Traffic

8.1 PSTN-IP-PSTN Traffic is defined as traffic that originates from a party served by a circuit switch, is converted from circuit-switched format to IP format, is transmitted by the IP service provider in IP format, is converted from IP format to circuit switched format and is terminated to a party served by a circuit switch.

8.2 PSTN-IP-PSTN Traffic is subject to the either Total Compensable Local Traffic rate or the appropriate intrastate or interstate switched access rate in accordance with Section 5.

9.0 Additional Terms and Conditions:

9.1 Severability. If any provision of this First Amendment, or part thereof, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not invalidate the entire First Amendment, unless such construction would be unreasonable. The First Amendment 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

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILECs/Level 3 Communications, LLC
February 10, 2005

First Amendment and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or alternative provisions or arrangements..

9.2 Confidentiality - In addition to the confidentiality obligations contained within the Agreement to which this First Amendment applies, the parties recognize that the degree to which information to be shared pursuant to the Amendment is subject to all applicable state and federal laws and regulations, along with whatever contractual obligations, if any, either Party may have relative to customer information. In the event a restriction on the release of such information exists as referenced in the preceding sentence, the Parties agree to cooperate to remove any such barriers.

9.3 Except as specifically modified by this First Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

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

9.5 The terms contained in this First Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through December 31, 2006, and shall be interpreted solely in accordance with their own terms.

9.6 The headings of certain sections of this First Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this First Amendment.

9.7 This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

9.8 SBC Telecommunications, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual SBC ILECs. Level 3 hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, all Affiliates.

9.9 Upon expiration or termination of this Agreement, the obligations of the underlying ICA apply to the Parties, unless otherwise agreed. However, any liabilities or obligations of a Party for acts or omissions prior to the expiration or termination of this

1st Amendment Superseding Certain Inter-carrier Compensation
Interconnection and Trunking Provisions
SBC ILEC/Level 3 Communications, LLC
February 10, 2005

First Amendment and any other provisions of this First Amendment which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, including, but not limited to Section 7.8, will survive cancellation or termination thereof.

10.0 Definition of Affiliate

As used above, the term "Affiliate" shall mean as defined in the Act.

Level 3 Communications, LLC

SBC ILEC's by SBC Operations, Inc., its
authorized agent

Signature: Kevin Dundon

Signature: Glen Sirles

Name Kevin Dundon

Name: GLEN SIRLES

Title: Sr Vice President, Wholesale
Industry Markets

^{for} Title: President - Industry Markets

Date: February 10, 2005

Date: 02-10-2005

AECN/OCN: _____

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

This Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC Michigan")¹ and Level 3 Communications, LLC ("Level 3").

WHEREAS, SBC Michigan and Level 3 are parties to an interconnection agreement that was previously submitted to the Michigan Public Service Commission ("MPSC" or "Commission") for approval, and may have been amended prior to this Amendment (the "Agreement");

WHEREAS, the MPSC issued an order ("Order") in Case No. U-13531, on September 21, 2004, approving certain cost studies for unbundled network elements ("UNEs") that may be included in the Agreement and requiring SBC Michigan to file a compliance cost study showing the resulting UNE rates in summary form as an illustrative interconnection agreement pricing schedule (the "Compliance Filing");

WHEREAS, SBC Michigan made the Compliance Filing on November 5, 2004;

WHEREAS, the parties agreed to incorporate into the Agreement the new rates and rate structures such as those established by the Order; and

WHEREAS, based on the foregoing, this Amendment incorporates into the Agreement the same rate and rate structure changes as reflected in the illustrative interconnection agreement pricing schedule submitted as part of the Compliance Filing, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreement shall be amended as follows:

1. AMENDMENT TO THE AGREEMENT

1.1 The Agreement is hereby amended by referencing and incorporating the following:

- 1.1.1 Solely to conform the Agreement to effectuate certain rate and rate structure changes established by the Commission in the Order, the Agreement is amended to replace the pricing schedule attached to Appendix Pricing of the Agreement with the attached pricing schedule labeled Attachment A (which is incorporated herein).
- 1.1.2 The rates and rate structures in Attachment A shall begin to apply on the effective date of the underlying Agreement ("Rate Effective Date"). That is, the new rates and rate structures shall be applied retroactively from the Amendment Effective Date (as defined in Section 2 of this Amendment) back to the effective date of the Agreement (with SBC Michigan performing any necessary true-up and thereafter issuing the necessary credits or bills, as appropriate) as well as from the Amendment Effective Date going forward.²

1.2 To the extent the underlying Agreement does not contain terms and conditions for network elements classified as UNE(s) listed in Attachment A to this Amendment, this Amendment does not provide Level 3

¹ Michigan Bell Telephone Company (Michigan Bell), a Michigan corporation, offers telecommunications services and operates under the names "SBC Michigan" and "SBC Ameritech Michigan" (used interchangeably herein), pursuant to assumed name filings with the State of Michigan.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other amendments to the Agreement, including the Revised Amendment, if any), in the event that any other telecommunications carrier ("Adopting Level 3") should adopt, directly or indirectly, this Amendment or provisions thereof ("MFN Provisions") pursuant to Section 252(i) of the Act, the rates and rate structures in Attachment A shall begin to apply prospectively from the date that the MFN Provisions become effective between SBC Michigan and the Adopting Level 3, following the date the MPSC approves or is deemed to have approved the Adopting Level 3's Section 252(i) adoption ("Section 252(i) Effective Date"). In no event shall an Adopting Level 3 be entitled to the application of any rate or rate structures under its MFN Provisions to a date prior to its Section 252(i) Effective Date.

with the ability to obtain and/or order such network elements as UNEs. Rather, Level 3 must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s) under this Agreement, provided, however, that nothing herein shall obligate SBC Michigan to negotiate and/or enter into such an amendment including without limitation if such UNE(s) are subject to the FCC's *Order and Notice of Proposed Rulemaking*, FCC 04-179, in Unbundled Access to Network Elements, WC Docket No. 04-313/Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange, CC Docket No. 01-338 (rel. August 20, 2004).

2. AMENDMENT EFFECTIVE DATE

- 2.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the MPSC under Section 252(e) of the Act or, absent such MPSC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 1.1.2 of this Amendment.

3. TERM OF AMENDMENT

- 3.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

4. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

- 4.1 This Amendment is the result of the MPSC's Order and solely addresses rates and rate structures. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

5. RESERVATIONS OF RIGHTS

- 5.1 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: *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); provided, however, to the extent Level 3 has entered into a 13-state reciprocal compensation amendment, nothing in this paragraph is intended or should be construed as modifying or superseding the rates, terms and conditions in the Parties' First Amendment Superseding Certain Inter-carrier Compensation, Interconnection and Trunking Provisions ("Superseding Amendment"), in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Superseding Amendment), POIs or trunking requirements that are the subject of the Superseding Amendment for the period from January 1, 2005 through December 31, 2006.
- 5.2 This Amendment does not in any way prohibit, limit, or otherwise affect either SBC Michigan or Level 3 from taking any position with respect to the Order or any other MPSC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other

MPSC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

- 5.3 Notwithstanding this Amendment and without limiting Sections 5.1 or 5.2, SBC Michigan (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other MPSC order (including the Michigan-specific requirements regarding wholesale subject matters addressed therein). SBC Michigan (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Level 3 Communications, LLC

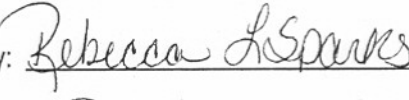
By: 

Printed: Andrea Gavalas

Title: Vice President, Wholesale Softswitch Services

Date: March 23, 2005

Michigan Bell Telephone Company d/b/a SBC
Michigan by SBC Operations, Inc. its authorized agent

By: 

Printed: Rebecca L. Sparks

Title: for AVP-Local Interconnection Marketing

Date: MAR 24 2005

FACILITIES-BASED OCN # _____

ACNA _____

The Parties acknowledge that the Pricing Schedule may contain rates for unbundled network elements that are not available pursuant to the terms and conditions of the ICA. The Parties agree that, to the extent that SBC is not required to provide certain unbundled network elements according to federal law that rates for such elements will not be included in the pricing appendix when it is amended by the Parties as set forth above. Thus, the inclusion of such rates in this pricing schedule does not entitle Level 3 to order the network element(s), product(s) or service(s) that are no longer available pursuant to the terms and conditions of the ICA.

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING		
				Monthly		Initial	Additional	
	NETWORK ELEMENTS							
	Loops							
	Loops							
1		2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$	14.20		See NRC prices below	
2		2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$	10.77		See NRC prices below	
3		2-Wire Analog - Metro (ZoneA)	U2HAA	\$	9.13		See NRC prices below	
4		Conditioning for dB Loss						
5		2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$	14.47	Order d/n impact. If l	See NRC prices below	
6		2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$	11.32	Order d/n impact. If l	See NRC prices below	
7		2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$	9.45	Order d/n impact. If l	See NRC prices below	
8		2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$	14.47		See NRC prices below	
9		2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$	11.05		See NRC prices below	
10		2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$	9.26		See NRC prices below	
11		2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$	14.72		See NRC prices below	
12		2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$	11.32		See NRC prices below	
13		2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$	9.45		See NRC prices below	
14		2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$	15.88		See NRC prices below	
15		2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$	12.57		See NRC prices below	
16		2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$	10.35		See NRC prices below	
17		4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$	33.16		See NRC prices below	
18		4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$	26.66		See NRC prices below	
19		4-Wire Analog - Metro (Zone A)	U4HAA	\$	21.83		See NRC prices below	
20		2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$	19.93		See NRC prices below	
21		2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$	16.22		See NRC prices below	
22		2-Wire Digital - Metro (Zone A)	U2QAA	\$	12.66		See NRC prices below	
23		DSL Capable Loops						
24		2-Wire xDSL Loop						
25		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$	17.02		TBD	N/A
26		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$	11.42		TBD	N/A
27		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$	9.51		TBD	N/A
28								
29		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$	17.02		TBD	N/A
30		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$	11.42		TBD	N/A
31		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$	9.51		TBD	N/A
32								
33		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$	17.02		See NRC prices below	
34		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$	11.42		See NRC prices below	
35		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$	9.51		See NRC prices below	
36								
37		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.02		TBD	N/A
38		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$	11.42		TBD	N/A
39		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$	9.51		TBD	N/A
40								
41		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.02		See NRC prices below	
42		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.42		See NRC prices below	
43		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	9.51		See NRC prices below	
44								
45		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.02		TBD	N/A
46		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.42		TBD	N/A
47		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	9.51		TBD	N/A
48		4-Wire xDSL Loop						
49		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	32.35		See NRC prices below	
50		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.96		See NRC prices below	
51		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	17.51		See NRC prices below	
52		IDSL Capable Loop						
53		IDSL Loop Access Area C - Rural	UY5FC	\$	19.93		See NRC prices below	
54		IDSL Loop Access Area B - Suburban	UY5FB	\$	16.22		See NRC prices below	
55		IDSL Loop Access Area A - Metro	UY5FA	\$	12.66		See NRC prices below	
56								
57		Loop Non-Recurring Charges						
58		Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP		N/A		\$ 3.62	N/A Correct
59		Service Order- Disconnect	NR9OE		N/A		\$ 1.77	N/A Correct
60		Service Order- Subsequent	REAH9		N/A		\$ 3.46	N/A Correct
61		Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC		N/A		\$ 20.43	N/A Correct
62		Loop Disconnect	NR9OG		N/A		\$ 6.71	N/A Correct
63		Loop - Record Work Only	NR9UP		N/A		\$ 2.13	N/A Correct
64		Loop Connection - Add/Change	REAH5		N/A		\$ 20.43	N/A Correct
65		DSO - Service Non-Recurring						
66		Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH		N/A		\$ 0.00	N/A Correct
67		Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK		N/A		\$ 74.94	N/A
68		Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON		N/A		\$ 239.23	N/A
69		Administration Charge, per order - Disconnect	NR9OJ		N/A		\$ 0.00	N/A Correct
70		Design and CO Connection Charge, per circuit - Disconnect	NR9OM		N/A		\$ 56.56	N/A
71		Carrier Connection Charge per Termination - Disconnect	NR9OQ		N/A		\$ 82.32	N/A
72		Cancellation or Change Service Charge-Analog Loop, per last critical date reached						
73		Design Layout Report Date /7/	NR95O		N/A		\$ 0.00	N/A Correct
74		Records Issue Date /7/	NR95P		N/A		\$ 0.00	N/A Correct
75		Designed, Verified, and Assigned Date /7/	NR95Q		N/A		\$ 7.76	N/A Correct
76		Plant Test Date /7/	NR95R		N/A		\$ 52.27	N/A Correct
77		Cancellation or Change Service Charge-DS0 Loop, per last critical date reached						
78		Design Layout Report Date /7/	NR95S		N/A		\$ 0.00	N/A Correct
79		Records Issue Date /7/	NR95T		N/A		\$ 0.00	N/A Correct
80		Designed, Verified, and Assigned Date /7/	NR95U		N/A		\$ 0.00	N/A Correct
81		Plant Test Date /7/	NR95V		N/A		\$ 0.00	N/A Correct
82		Due Date Change Charge, per Order, per Occasion						
83		Analog Loop /7/	NR955		N/A		\$ 3.62	N/A Correct
84		DS0 Loop /7/	NR956		N/A		\$ 0.26	N/A Correct
85								
86		Service Coordination Fee, per central office /4/	UFE	\$	5.39		N/A	N/A
87								

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING		SBC NON-RECURRING		
			Monthly		Initial	Additional	
88	LST						
89	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		\$ 151.21		
90	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		\$ 133.44		
91							
92	Loop Qualification Process						
93	Loop Qualification Process - Mechanized	NR98U	N/A		\$0.00	N/A	Correct
94	Loop Qualification Process - Manual	NRBXU	N/A		\$0.00	N/A	Correct
95							
96	DSL Conditioning						
97	DSL Conditioning Options - >12KFT and < 17.5KFT						
98	Removal of Repeater Options	NRBXV	N/A		\$0.00	N/A	Correct
99	Removal Bridged Tap Option	NRBXW	N/A		\$0.00	N/A	Correct
100	Removal of Load Coil	NRBXZ	N/A		\$0.00	N/A	Correct
101	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT						
102	Removal of Repeater Options	NRBNL	N/A		\$0.00	N/A	Correct
103	Removal Bridged Tap Option	NRBNK	N/A		\$0.00	N/A	Correct
104	Removal of Load Coil	NRBNJ	N/A		\$0.00	N/A	Correct
105							
106	SUB-LOOPS						
107	ECS to SAI sub-loop						
108	2 Wire Analog - area A	PENDING	\$ 1.10		See NRC prices below		
109	2 Wire Analog - area B	PENDING	\$ 1.04		See NRC prices below		
110	2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below		
111	4 Wire Analog - area A	PENDING	\$ 2.11		See NRC prices below		
112	4 Wire Analog - area B	PENDING	\$ 2.00		See NRC prices below		
113	4 Wire Analog - area C	PENDING	\$ 2.11		See NRC prices below		
114	2 Wire DSL - area A	PENDING	\$ 1.07		See NRC prices below		
115	2 Wire DSL - area B	PENDING	\$ 0.99		See NRC prices below		
116	2 Wire DSL - area C	PENDING	\$ 1.04		See NRC prices below		
117	4 Wire DSL - area A	PENDING	\$ 2.12		See NRC prices below		
118	4 Wire DSL - area B	PENDING	\$ 1.96		See NRC prices below		
119	4 Wire DSL - area C	PENDING	\$ 2.05		See NRC prices below		
120	ECS to Terminal sub-loop						
121	2 Wire Analog - area A	PENDING	\$ 3.50		See NRC prices below		
122	2 Wire Analog - area B	PENDING	\$ 4.14		See NRC prices below		
123	2 Wire Analog - area C	PENDING	\$ 7.17		See NRC prices below		
124	4 Wire Analog - area A	PENDING	\$ 6.33		See NRC prices below		
125	4 Wire Analog - area B	PENDING	\$ 7.50		See NRC prices below		
126	4 Wire Analog - area C	PENDING	\$ 13.39		See NRC prices below		
127	2 Wire DSL - area A	PENDING	\$ 3.55		See NRC prices below		
128	2 Wire DSL - area B	PENDING	\$ 4.21		See NRC prices below		
129	2 Wire DSL - area C	PENDING	\$ 6.96		See NRC prices below		
130	4 Wire DSL - area A	PENDING	\$ 6.82		See NRC prices below		
131	4 Wire DSL - area B	PENDING	\$ 8.06		See NRC prices below		
132	4 Wire DSL - area C	PENDING	\$ 13.69		See NRC prices below		
133	ECS to NID sub-loop						
134	2 Wire Analog - area A	PENDING	\$ 5.17		See NRC prices below		
135	2 Wire Analog - area B	PENDING	\$ 5.95		See NRC prices below		
136	2 Wire Analog - area C	PENDING	\$ 9.21		See NRC prices below		
137	4 Wire Analog - area A	PENDING	\$ 7.97		See NRC prices below		
138	4 Wire Analog - area B	PENDING	\$ 9.12		See NRC prices below		
139	4 Wire Analog - area C	PENDING	\$ 15.47		See NRC prices below		
140	2 Wire DSL - area A	PENDING	\$ 5.27		See NRC prices below		
141	2 Wire DSL - area B	PENDING	\$ 6.07		See NRC prices below		
142	2 Wire DSL - area C	PENDING	\$ 8.95		See NRC prices below		
143	4 Wire DSL - area A	PENDING	\$ 8.65		See NRC prices below		
144	4 Wire DSL - area B	PENDING	\$ 9.86		See NRC prices below		
145	4 Wire DSL - area C	PENDING	\$ 15.84		See NRC prices below		
146	SAI to Terminal sub-loop						
147	2 Wire Analog - area A	PENDING	\$ 2.90		See NRC prices below		
148	2 Wire Analog - area B	PENDING	\$ 3.55		See NRC prices below		
149	2 Wire Analog - area C	PENDING	\$ 6.55		See NRC prices below		
150	4 Wire Analog - area A	PENDING	\$ 5.17		See NRC prices below		
151	4 Wire Analog - area B	PENDING	\$ 6.36		See NRC prices below		
152	4 Wire Analog - area C	PENDING	\$ 12.19		See NRC prices below		
153	2 Wire DSL - area A	PENDING	\$ 2.95		See NRC prices below		
154	2 Wire DSL - area B	PENDING	\$ 3.61		See NRC prices below		
155	2 Wire DSL - area C	PENDING	\$ 6.34		See NRC prices below		
156	4 Wire DSL - area A	PENDING	\$ 5.66		See NRC prices below		
157	4 Wire DSL - area B	PENDING	\$ 6.92		See NRC prices below		
158	4 Wire DSL - area C	PENDING	\$ 12.49		See NRC prices below		
159	SAI to NID sub-loop						
160	2 Wire Analog - area A	PENDING	\$ 4.57		See NRC prices below		
161	2 Wire Analog - area B	PENDING	\$ 5.35		See NRC prices below		
162	2 Wire Analog - area C	PENDING	\$ 8.59		See NRC prices below		
163	4 Wire Analog - area A	PENDING	\$ 6.81		See NRC prices below		
164	4 Wire Analog - area B	PENDING	\$ 7.98		See NRC prices below		
165	4 Wire Analog - area C	PENDING	\$ 14.27		See NRC prices below		
166	2 Wire DSL - area A	PENDING	\$ 4.67		See NRC prices below		
167	2 Wire DSL - area B	PENDING	\$ 5.48		See NRC prices below		
168	2 Wire DSL - area C	PENDING	\$ 8.33		See NRC prices below		
169	4 Wire DSL - area A	PENDING	\$ 7.49		See NRC prices below		
170	4 Wire DSL - area B	PENDING	\$ 8.72		See NRC prices below		
171	4 Wire DSL - area C	PENDING	\$ 14.64		See NRC prices below		
172	Terminal to NID sub-loop						
173	2 Wire Analog - area A	PENDING	\$ 2.13		See NRC prices below		
174	2 Wire Analog - area B	PENDING	\$ 2.28		See NRC prices below		
175	2 Wire Analog - area C	PENDING	\$ 2.56		See NRC prices below		
176	4 Wire Analog - area A	PENDING	\$ 2.13		See NRC prices below		
177	4 Wire Analog - area B	PENDING	\$ 2.07		See NRC prices below		
178	4 Wire Analog - area C	PENDING	\$ 2.69		See NRC prices below		
179	2 Wire DSL - area A	PENDING	\$ 2.20		See NRC prices below		
180	2 Wire DSL - area B	PENDING	\$ 2.36		See NRC prices below		
181	2 Wire DSL - area C	PENDING	\$ 2.50		See NRC prices below		
182	4 Wire DSL - area A	PENDING	\$ 2.37		See NRC prices below		

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING		SBC NON-RECURRING	
			Monthly		Initial	Additional
183	4 Wire DSL - area B	PENDING	\$ 2.29		See NRC prices below	
184	4 Wire DSL - area C	PENDING	\$ 2.78		See NRC prices below	
185	NID sub-loop element					
186	2 Wire Analog - area A	PENDING	\$ 0.16		See NRC prices below	
187	2 Wire Analog - area B	PENDING	\$ 0.15		See NRC prices below	
188	2 Wire Analog - area C	PENDING	\$ 0.15		See NRC prices below	
189	4 Wire Analog - area A	PENDING	\$ 0.33		See NRC prices below	
190	4 Wire Analog - area B	PENDING	\$ 0.31		See NRC prices below	
191	4 Wire Analog - area C	PENDING	\$ 0.32		See NRC prices below	
192	2 Wire DSL - area A	PENDING	\$ 0.16		See NRC prices below	
193	2 Wire DSL - area B	PENDING	\$ 0.15		See NRC prices below	
194	2 Wire DSL - area C	PENDING	\$ 0.15		See NRC prices below	
195	4 Wire DSL - area A	PENDING	\$ 0.33		See NRC prices below	
196	4 Wire DSL - area B	PENDING	\$ 0.31		See NRC prices below	
197	4 Wire DSL - area C	PENDING	\$ 0.32		See NRC prices below	
198	2 Wire ISDN Compatible - area A	PENDING	\$ 0.16		See NRC prices below	
199	2 Wire ISDN Compatible - area B	PENDING	\$ 0.15		See NRC prices below	
200	2 Wire ISDN Compatible - area C	PENDING	\$ 0.15		See NRC prices below	
201	Sub-Loop Non-Recurring Charges					
202	Analog Sub-Loop					
203	Service Ordering Charges					
204	Installation, per occasion per location	PENDING	NA		\$ 3.62	NA
205	Disconnect, per occasion per location	PENDING	NA		\$ 2.13	NA
206	Subsequent, per occasion	PENDING	NA		\$ 3.02	NA
207	Record Work, per occasion	PENDING	NA		\$ 1.86	NA
208	Sub-Loop Connection Charge, per termination	PENDING	NA		\$ 17.82	NA
209	Sub-Loop Disconnection Charge, per termination	PENDING	NA		\$ 5.85	NA
210						
211						
212	Cross Connects					
213	2-Wire /4/	CXCT2	\$ 0.13		NA	NA
214						
215						
216	Routine Modifications					
217	Routine Modifications of Existing Facilities Charge	NA	NA		ICB	NA
218						
219						
220						
221	LNP					
222	Local Number Portability /9/	NSR	\$0.00		N/A	
	Maintenance of Service Charge	VRP	NA		\$ 71.00	
223						
224	OTHER					
225	Directory Assistance					
226						
227	Facility- Based DA					
228	Directory Assistance, per occurrence	OPEN	\$0.248852		NA	NA
229	Directory Assistance Call Completion (DACC)	OPEN	\$0.004099		NA	NA
230	Directory Assistance/National Directory Assistance, per occurrence/Reverse DA, per call	OPEN	\$ 0.35		NA	NA
231	Branding - Other - Initial/Subsequent Load	OPEN			\$0.00	NA
232	- per call	OPEN	\$0.00309			
233	Branding - Facility Based - Initial/Subsequent Load					
234	- Branding, per trunk group	OPEN	NA		\$ 1,098.67	\$ 143.75
235	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
236	Rate Reference - Subsequent Load	OPEN	NA		\$ 1,000.00	NA
237						
238	DA Listing Liscense					
239	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
240	- per listing for initial load	OPEN	NA		\$ 0.040	NA
241	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
242	Option #2 Full File (all states inclusive) Billable Release					
243	- per listing for initial load	OPEN	NA		\$ 0.020	NA
244	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
245	- per usage/query	OPEN	NA		\$ 0.020	NA
246	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
247	- per listing for initial load	OPEN	NA		\$ 0.050	NA
248	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
249	Option #4 Pick & Choose (by state) Billable Release					
250	- per listing for initial load	OPEN	NA		\$ 0.020	NA
251	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
252	- per usage/query	OPEN	NA		\$ 0.020	NA
253						
254	Operator Services					
255	Fully Automated Call Processing, per occurrence	OPEN	\$0.017312		NA	NA
256	Operator Assisted Call Processing, per work second	OPEN	\$0.276712		NA	NA
257	Branding - Other - Initial/Subsequent Load	OPEN			\$ 1,098.67	143.75
258	- per call	OPEN	\$0.00309			
259	Branding - Facility Based - Initial/Subsequent Load					
260	- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
261	Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
262	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA		\$ 1,000.00	NA
263						
264	Ancillary Message Compensation (per message)	OPEN	0.03		N/A	N/A
265						
266	Structure Access - Poles & Ducts		Annually			
267	Per Pole attachment*	OPEN	\$ 1.48			
268	Per Foot of innerduct	OPEN	\$ 0.08			
269	Application fee	OPEN			\$ 200.00	
270	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each					
271	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
272						
273	Emergency Number Service Access					
274	911 Selective Router Interconnection					
275	-Each DSO installed					
276	-Analog Channel Interface	EV69X	\$ 19.81			\$ 496.18

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING	SBC NON-RECURRING	
				Monthly	Initial	Additional
277	ANI/ALI/SR and Database Management					
278	- Per 100 records, rounded up to nearest 100	9589X	\$	3.93		\$0.00
279	911 Selective Router Switch Administration					
280	-Per Selective Router					
281						
282	INTERCARRIER COMPENSATION					
283						
284	Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$	0.0007		
285						
286						
287	RESALE			RESALE DISCOUNTS		
288	BUSINESS			RECURRING	NON-RECURRING	
289	LOCAL EXCHANGE SERVICE					
290	Business 1 Party	RESALE		16.62%	16.62%	
291	Business - Measured	RESALE		16.62%	16.62%	
292	Customer Operated Pay Telephone (COPT)	RESALE		16.62%	16.62%	
293						
294	EXPANDED LOCAL CALLING					
295	Interzone	RESALE		16.62%	16.62%	
296						
297	VERTICAL SERVICES					
298	Anonymous Call Rejection	RESALE		16.62%	16.62%	
299	Repeat Dialing (Auto Redial)	RESALE		16.62%	16.62%	
300	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE		16.62%	16.62%	
301	Call Blocker	RESALE		16.62%	16.62%	
302	Call Forwarding	RESALE		16.62%	16.62%	
303	Call Forwarding - Busy Line	RESALE		16.62%	16.62%	
304	Call Forwarding - Busy Line/Don't Answer	RESALE		16.62%	16.62%	
305	Call Forwarding - Don't Answer	RESALE		16.62%	16.62%	
306	Automatic CallBack (Call Return)	RESALE		16.62%	16.62%	
307	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE		16.62%	16.62%	
308	Call Trace	RESALE		16.62%	16.62%	
309	Call Waiting	RESALE		16.62%	16.62%	
310	Caller ID With Name (Calling Name)	RESALE		16.62%	16.62%	
311	Caller ID (Calling Number)	RESALE		16.62%	16.62%	
312	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE		16.62%	16.62%	
313	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE		16.62%	16.62%	
314	Remote Access to Call Forwarding (Grandfathered)	RESALE		0%	0%	
315	Selective Call Forwarding	RESALE		0%	0%	
316	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE		16.62%	16.62%	
317	Remote Call Forwarding-Per Feature	RESALE		16.62%	16.62%	
318	RCF, Interstate, Interexchange	RESALE		16.62%	16.62%	
319	RCF, Intrastate	RESALE		16.62%	16.62%	
320	RCF, Interstate, International	RESALE		16.62%	16.62%	
321	RCF, Intrastate, Interexchange	RESALE		16.62%	16.62%	
322	RCF to 800	RESALE		16.62%	16.62%	
323	RCF Additional	RESALE		16.62%	16.62%	
324	Speed Calling 8	RESALE		16.62%	16.62%	
325	Speed Calling 30	RESALE		16.62%	16.62%	
326	Three Way Calling	RESALE		16.62%	16.62%	
327	Call Screening	RESALE		16.62%	16.62%	
328	Busy Line Transfer	RESALE		16.62%	16.62%	
329	Alternate Answer	RESALE		16.62%	16.62%	
330	Message Waiting - Tone	RESALE		16.62%	16.62%	
331	Easy Call	RESALE		16.62%	16.62%	
332	Prime Number Service	RESALE		16.62%	16.62%	
333	SBC Michigan Privacy Manager	RESALE		16.62%	16.62%	
334	Name and Number Delivery Service	RESALE		16.62%	16.62%	
335						
336	DID					
337	DID	RESALE		16.62%	16.62%	
338						
339	TRUNKS					
340	Trunk	RESALE		16.62%	16.62%	
341						
342	AIN					
343	Area Wide Networking	RESALE		16.62%	16.62%	
344	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE		16.62%	16.62%	
345	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE		16.62%	16.62%	
346						
347	OTHER					
348	Grandfathered Services	RESALE		0.00%	0.00%	
349	Promotions (Greater than 90 days)	RESALE		16.62%	16.62%	
350	TouchTone (Business)	RESALE		16.62%	16.62%	
351	TouchTone (Trunk)	RESALE		16.62%	16.62%	
352	900/976 Call Blocking (900/976 Call Restriction)	RESALE		0%	0%	
353	976 (976 Information Delivery Service)	RESALE		0%	0%	
354	Access Services (See Access Tariff)	RESALE		0%	0%	
355	Additional Directory Listings	RESALE		16.62%	16.62%	
356	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE		0%	0%	
357	Connection Services	RESALE		16.62%	16.62%	
358	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE		0%	0%	
359	Shared Tenant Service	RESALE		0%	0%	
360						
361	Data Services					
362	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE		16.62%	16.62%	
363	PBX Trunks	RESALE		16.62%	16.62%	
364	Multi-Service Optical Network (MON)	RESALE		16.62%	16.62%	
365	OCn-PTP	RESALE		16.62%	16.62%	
366	ADTS-E	RESALE		16.62%	16.62%	
367	DS0	RESALE		16.62%	16.62%	
368	DS1	RESALE		16.62%	16.62%	
369	DS3	RESALE		16.62%	16.62%	
370						

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING		
				Monthly		Initial	Additional	
371	ISDN							
372	ISDN		RESALE	16.62%		16.62%		
373								
374	DIRECTORY ASSISTANCE SERVICES							
375	Directory Assistance Services		RESALE	16.62%		20.29%		
376	Local Operator Assistance Service		RESALE	16.62%		16.62%		
377								
378	TOLL							
379	TOLL		RESALE	16.62%		16.62%		
380								
381	OPTIONAL TOLL CALLING PLANS							
382	Optional Toll Calling Plans		RESALE	16.62%		16.62%		
383								
384	CENTREX (PLEXAR)							
385	SBC Michigan Centrex Service ACS		RESALE	16.62%		16.62%		
386	SBC Michigan Centrex Network Manager		RESALE	0%		0%		
387								
388	PRIVATE LINE							
389	Analog Private Lines		RESALE	16.62%		16.62%		
390	Private Line Channel Services		RESALE	16.62%		16.62%		
391								
392	RESIDENCE			RESALE DISCOUNTS				
393	LOCAL EXCHANGE SERVICE			RECURRING		NON-RECURRING		
394	Life Line		RESALE	0%		0%		
395	Residence 1 Party		RESALE	16.62%		16.62%		
396	Residence Measured		RESALE	16.62%		16.62%		
397								
398	EXPANDED LOCAL CALLING							
399	Interzone		RESALE	16.62%		16.62%		
400								
401	VERTICAL SERVICES							
402	Anonymous Call Rejection		RESALE	16.62%		16.62%		
403	Repeat Dialing (Auto Redial)		RESALE	16.62%		16.62%		
404	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	16.62%		16.62%		
405	Call Blocker		RESALE	16.62%		16.62%		
406	Call Forwarding		RESALE	16.62%		16.62%		
407	Call Forwarding - Busy Line		RESALE	16.62%		16.62%		
408	Call Forwarding - Busy Line/Don't Answer		RESALE	16.62%		16.62%		
409	Call Forwarding - Don't Answer		RESALE	16.62%		16.62%		
410	Automatic Call-Back (Call Return)		RESALE	16.62%		16.62%		
411	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	16.62%		16.62%		
412	Call Trace		RESALE	16.62%		16.62%		
413	Call Waiting		RESALE	16.62%		16.62%		
414	Caller ID with Name (Calling Name)		RESALE	16.62%		16.62%		
415	Caller ID (Calling Number)		RESALE	16.62%		16.62%		
416	Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)		RESALE	16.62%		16.62%		
417	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	16.62%		16.62%		
418	Priority Call		RESALE	16.62%		16.62%		
419	Remote Access to Call Forwarding (GF)		RESALE	0%		0%		
420	RCF, Interstate, Interexchange		RESALE	16.62%		16.62%		
421	RCF, Intrastate		RESALE	16.62%		16.62%		
422	RCF, Interstate, International		RESALE	16.62%		16.62%		
423	RCF, Intrastate, Interexchange		RESALE	16.62%		16.62%		
424	RCF to 800		RESALE	16.62%		16.62%		
425	RCF Additional		RESALE	16.62%		16.62%		
426	Selective Call Forwarding		RESALE	16.62%		16.62%		
427	Speed Calling 8		RESALE	16.62%		16.62%		
428	Three Way Calling		RESALE	16.62%		16.62%		
429	Call Screening		RESALE	16.62%		16.62%		
430	Busy Line Transfer		RESALE	16.62%		16.62%		
431	Alternate Answer		RESALE	16.62%		16.62%		
432	Message Waiting - Tone		RESALE	16.62%		16.62%		
433	Easy Call		RESALE	16.62%		16.62%		
434	SBC Michigan Privacy Manager		RESALE	16.62%		16.62%		
435	Name and Number Delivery Service		RESALE	16.62%		16.62%		
436								
437	ISDN							
438	ISDN		RESALE	16.62%		16.62%		
439								
440	Other (Resale)							
441	DIRECTORY ASSISTANCE SERVICES							
442	Directory Assistance Services		RESALE	16.62%		16.62%		
443	Local Operator Assistance Service		RESALE	16.62%		16.62%		
444	Reverse Directory Assistance		RESALE	\$1.25				
445	OS/DA Reseller Branding - Initial Load Subsequent Load		RESALE			\$ 1,098.67	\$ 143.75	
446	OS/DA OS/DA Reseller Branding - Per Call		RESALE	\$0.025				
447	OS/DA Reseller Rate Reference - Initial Load		RESALE			\$2,200.00		
448	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load		RESALE			\$1,000.00		
449								
450	OTHER							
451	Grandfathered Services		RESALE	0%		0%		
452	Promotions (Greater than 90 Days)		RESALE	16.62%		16.62%		
453	TouchTone		RESALE	16.62%		16.62%		
454	Home Services Packages		RESALE	16.62%		16.62%		
455	900/976 Call Blocking (900/976 Call Restriction)		RESALE	0%		0%		
456	976 (976 Information Delivery Service)		RESALE	0%		0%		
457	Access Services (See Access Tariff)		RESALE	0%		0%		
458	Additional Directory Listings		RESALE	16.62%		16.62%		
459	Carrier Disconnect Service (Company Initiated Suspension Service)		RESALE	0%		0%		
460	Connection Services		RESALE	16.62%		16.62%		
461	Premise Services/Line Backer (Maintenance of Service Charges)		RESALE	0%		0%		
462	Shared Tenant Service		RESALE	0%		0%		
463	Restoral of Service Charge		RESALE			Tariff 20 Part 22 Section 2		
464								
465	TOLL							

APPENDIX PRICING/ALL TRAFFIC
SBC MICHIGAN/LEVEL 3

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	MICHIGAN - Generic Pricing Schedule /1/				SBC RECURRING		SBC NON-RECURRING		
				USOC	Monthly		Initial	Additional	

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 & 252 OF THE TELECOMMUNICATIONS ACT
BY AND BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY D/B/A SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A SBC CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A SBC ARKANSAS, SBC KANSAS, SBC MISSOURI, SBC
OKLAHOMA AND/OR SBC TEXAS,
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
LEVEL 3 COMMUNICATIONS, LLC

This Amendment is intended to and shall amend the section 251-252 Interconnection Agreements between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively ("SBC-13STATE") and Level 3 Communications, LLC ("Level 3") (hereinafter separately the "Agreement").

WHEREAS, SBC-13STATE is an incumbent local exchange carrier in portions of the states of Texas, Oklahoma, Kansas, Missouri, Arkansas, Illinois, Indiana, Michigan, Ohio, Wisconsin, California, Nevada, and Connecticut, who maintains E911 Selective Routers connected to various Public Safety Answering Points (PSAPs) in its territory; and

WHEREAS, Level 3 is a competitive local exchange carrier in the afore referenced states; and

WHEREAS, Level 3 acknowledges and agrees that if and when and where Level 3 has not connected 911 trunks or interconnected to SBC-13States' E911 Selective Routers or otherwise arranged for the delivery of calls to an appropriate Public Safety Answering Point, Level 3's end user customers will not have the ability to place emergency 911 calls to the PSAPs in SBC13STATE territory, and

WHEREAS, Level 3 is willing to forego E911 connectivity in local exchange areas or LATAs where it does not require such connectivity for delivery of services to end user customers, and is willing to indemnify SBC-13STATE for liability that arises from a lack of 911 connectivity in those local exchange areas or LATAs as stated in this Amendment.

NOW THEREFORE, the Parties agree as set forth herein.

- I. Level 3 shall not be required by SBC-13STATE to establish 911 trunking or interconnection to SBC-13STATE's 911 Selective Routers in Local Exchange Areas or LATAs where Level 3 elects not to connect to the Selective Routers, which shall hereinafter be called a "Non-Interconnected Selective Router Local Exchange Area or LATA".

- II. Level 3 shall identify such Non-Interconnected Selective Router Local Exchange Area or LATA when completing the SBC-13STATE "Network Information Sheet" ("NIS").
- III. Appendix Interconnection Trunking Requirements Section 5.6.1 shall be deemed to have the additional phrase in bold underline below added, as follows:

5.6 **E911 Trunk Group**

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which LEVEL 3 offers exchange service, **unless LEVEL 3 identifies the NPA as being in a Non-Interconnected Selective Router Local Exchange Area or LATA.**

- IV. The following subsection shall be added to Section 14 (Indemnity) of the General Terms and Conditions:

Level 3 shall indemnify, defend and hold SBC 13STATE harmless from and against any Claim or Loss to the extent such Claim or Loss is the result of Level 3's decision to forego E911 trunking or interconnection to SBC-13STATE's 911 Selective Routers.
- V. All other terms and conditions of the indemnification and limitation of liability sections as negotiated and/or arbitrated and incorporated in the Agreement shall remain in full force and effect as to this Amendment.
- VI. This Amendment does not purport to waive either Party's obligations under Applicable Law. Each Party shall be solely responsible for complying with Applicable Law.
- VII. In the event of any conflict between the terms and conditions of the Interconnection Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall supersede and prevail.
- VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IX. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- X. 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. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 16th day of NOV, 2005, by the below-listed parties, signing by and through their duly authorized representatives.

Level 3 Communications, LLC

Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company and Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Operations, Inc, its authorized agent

Signature: [Signature]

Signature: [Signature]

Name: ANDREA L. GAVALLAS
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: VP-INTERCONNECTION SERVICES
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: 10-31-05

Date: NOV 16 2005

FACILITIES-BASED OCN# 5179, 8826, 4800, 6115, 4803, 2240, 6120,
ACNA LVC 4932, 4805, 4863, 5257, 6114, 5489

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN
AND
LEVEL 3 COMMUNICATIONS, LLC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a SBC Michigan ("SBC") and Level 3 Communications, LLC ("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 Michigan.

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"), dated 2/24/2005 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration 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.
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. 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 are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 20th day of February, 2006, by Michigan Bell Telephone Company d/b/a SBC Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Level 3 Communications, LLC

Michigan Bell Telephone Company d/b/a SBC
Michigan by AT&T Operations, Inc., its
authorized agent

By: _____

By: Rebecca L. Sparks

Name:

Name:

Rebecca L. Sparks

Title:

Title:

Executive Director - Regulatory

Date:

Date:

February 20, 2006

FACILITIES-BASED OCN # _____

ACNA _____

MICHIGAN TRO/TRRO ATTACHMENT

- 0.1 Definitions. The following definitions are applicable to this Attachment.
- 0.1.1 Building. For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a "building" or a "single building" is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel 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).
- 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 "Predominantly Residential" for purposes of this Amendment is defined as a Multiple Dwelling Unit or "MDU" that has greater than 50 percent of its rentable space allocated to residential use.
- 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 served by telecommunications facilities with an aggregate transmission capacity of less than four 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. In no event shall a residential line be considered to be a business line. The determination as to whether a telephone line should be classified as Business or Residence shall be based on the same test that is currently used in Michigan, namely the determination as to whether a telephone line should be classified as Business or Residence is based on the character of the use to be made of the line. A line is classified as a business line where the user is primarily or substantially of a business, professional, institutional or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the line is classified as a residence line if installed in a residence.
- 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 SBC, that maintains a collocation arrangement in an SBC 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 SBC or any affiliate of SBC, 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-SBC 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. Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place,

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).

0.1.23 [Intentionally left blank]

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 obtain interconnection facilities (entrance facilities or dedicated transport) pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at the same rates for dedicated transport as set forth in the Pricing Schedule
- (ii) OCn level dedicated transport¹;
- (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops)
- (iv) OCn loops;
- (v) the feeder portion of the loop as a stand alone UNE under Section 251;
- (vi) packet switching, including routers and DSLAMs;
- (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

¹ 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.

- cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities;
- (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 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 TRO Affected Elements - New Orders. [SBC] is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, SBC and CLEC will abide by the following transitional procedures with respect to the TRO Effected 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 TRO Affected Element that SBC provides notice, 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 Michigan Public Service Commission, such as those issued by the Michigan Public Service Commission in Case Nos. U-14303, 14305, and U-14447, 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 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record Simple charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

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 in Case No. U-14463 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 Notwithstanding the foregoing provisions of Section 2.1 and unless the CLEC specifically requests or has contractually agreed otherwise, to the extent an Embedded Base ULS/UNE-P customer is migrated to a functionally equivalent alternative service arrangement prior to March 11, 2006, the ULS/UNE-P Transition Rate shall continue to apply until March 10, 2006.

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 combination, except as follows:

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(e)(2), 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(e)(2), 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(3), 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 arrangements 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, pursuant to Rule 51.319(e)(2)(iv)B, are no longer required to be provided pursuant to Section 251. SBC shall continue to provide CLEC's Embedded Base of the High-Capacity Dark Fiber Transport arrangements 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 arrangements, 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 arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.
- With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to SBC by the end of the transition period.
- 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 arrangement be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, 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 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow

Through) Record charge, associated with any conversion or any discontinuance of any TRO Remand Declassified Element. Any discontinuance of any TRO Remand Declassified Element and the conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

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 arrangements be disconnected and returned to SBC, SBC shall disconnect such arrangements.

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 Michigan 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. 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 is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC may add the wire center to the 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, but may not update the list more frequently than one time during any given six month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, 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. If the CLEC does not self-certify within this 60 day period, then the rights and obligations of the parties will be governed by Section 4.1.1.5 and/or Section 4.10 as may be appropriate.
 - 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 applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. During the Applicable Transitional Period, CLEC may not obtain new (not ordered prior to the Applicable Transitional Period) DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been listed as declassified by SBC in an Accessible Letter, except as otherwise provided for under Section 4.10 of this Attachment.
 - 4.1.1.6 If the CLEC does provide self-certification to dispute SBC's designation determination within 60 calendar days of the issuance of the Accessible Letter pursuant to Section 4.1.1.4, or after such time pursuant to Section 4.10 herein, 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 Michigan 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 Michigan, if it desires to do so, SBC can dispute the self-certification and associated CLEC orders for facilities pursuant to Michigan Commission-established procedures set forth by the Commission in Case No. U-14447. SBC shall serve CLEC with a copy of any SBC filing contesting any Self Certification of any carrier so CLEC is fully apprised to potential Commission determination under the process set forth in Case No. U-14447 regarding non-impairment of wire centers. In accordance with the requirements of Case No. U-14447, SBC's failure to file a timely challenge, i.e., 10 calendar days after the self certification, to any CLEC's Self Certification for a given Wire Center shall be deemed a waiver by SBC of its rights to challenge any subsequent Self Certification for the affected Wire Center. SBC shall promptly notify CLEC of any time where SBC has waived its ability to challenge a Self-Certification as to any Wire Center for carrier; and such waiver shall constitute a waiver of SBC to challenge any CLEC Self-Certification pertaining to the same Wire Center unless the underlying facts pertaining to the impairment of non-impairment have changed in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the timeframe 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 will convert the affected facilities ordered in the wire center to an alternative service arrangement and shall be required to pay SBC the differential of the initial rates charged to the rate of the analogous service converted to based on the date that the facility was installed or the wire center was initially identified by SBC as being non impaired, whichever is later. The initial rates charged will include only charges reflected in the underlying interconnection agreement or tariff, if applicable, and will not include any analogous service elements or the increase referenced in Section 4.1.1.7. Any late payment charges, penalties, or interest associated with the true-up amount is waived for the period the affected facilities were in place plus 30 (thirty) days after the date the self-certification was found in error. Except as otherwise required by the Commission in any challenge permitted by Case No. U-14447, SBC shall not be permitted to audit CLEC's Self Certification. If SBC's challenge to CLEC's Self Certification is rejected or not accepted by the Commission, or if SBC has waived its ability to challenge CLEC's Self-Certification, then SBC must treat the Self Certification as being valid and SBC shall continue to provide the facilities in question to CLEC at the rates in the Pricing Appendix to the Agreement.
- 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 March 29, 2005 Order in Case No. U-14447.
- 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). 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 orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection consistent with the end of the applicable transitional period identified in Section 4.1.1.5. SBC will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC.
- 4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is located in the serving area of the impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.6 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 MICHIGAN 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, 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. Where SBC (or where one of the SBC RBOC affiliates in Illinois, Indiana, Ohio and Wisconsin) provides a particular Commingled Arrangement to any CLEC, SBC shall also be obligated to provision that Commingled Arrangement under this Agreement. 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

The following Commingled Arrangements posted to CLEC-Online as of May 1, 2005 will be available upon the completion of testing on an end-to-end basis from ordering through provisioning and billing. Such testing will be completed no later than June 15, 2005.

- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, 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, SBC will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, SBC 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 [Intentionally left blank.]
- 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 (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled Network Elements or Combinations of unbundled Network Elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with 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 6.3.4 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 (e.g., entrance facility) 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 (e.g., entrance facility).
- 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 as defined in Section 6.3.2 ("Eligibility Criteria") by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in Michigan 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 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 Michigan.
- 6.3.8.1 To invoke its limited right to audit, SBC will send a Notice of Audit to CLEC, identifying examples of particular High-Cap EELs for which SBC alleges non-compliance and the cause upon which SBC rests its audit. The Notice of Audit shall state the proposed scope of the audit and 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 seeks to commence an audit. The Notice of Audit shall identify the proposed independent auditor. Such auditor may not be substantially dependent upon either Party for work.
- 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, 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 Eligibility Criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with the Eligibility Criteria.
- 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 independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the Michigan Commission. Prior to bringing a dispute to the Michigan Commission under this section, however, CLEC shall provide notice of the dispute to SBC so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the Michigan Commission until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, 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-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to SBC to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 45 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 High-Cap EEL 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 Michigan 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 into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the Michigan Commission within such 45-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 non-compliant High-Cap EEL 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 no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which the High-Cap EEL does not meet the criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the Michigan Commission and if the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to SBC and SBC shall retain any disputed amounts already paid by CLEC.

- 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 with the Eligibility Criteria for all High-Cap EELs that were audited, 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 self certifications of compliance with the Eligibility Criteria 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 self certifications for as long as the Agreement is operative, plus a period of two years.
- 6.3.8.8 SBC can seek such an audit for any particular High-Cap EEL for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed, provided that the High-Cap EEL was within the scope of such prior audit as stated in the independent auditor's report and (ii) the twenty-four (24) month

period immediately preceding the date notice of such audit is provided to CLEC, but in any event not prior to the date the circuit was established.

6.3.8.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the Notice of Audit.

6.4 Provisioning for EELs

6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to 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 xDSL service to a particular end-user customer and has not ceased providing xDSL 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 activities for a requesting telecommunications carrier.
- 8.1.4 [Intentionally left blank.]
- 8.1.5 [Intentionally left blank.]
- 8.1.6 Where expenses resulting from routine network modifications are not already recovered by either monthly recurring or non-recurring rates paid by the CLEC to access a UNE, SBC shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and in the state specific Appendix Pricing. SBC will be required to substantiate any charges for Routine Network Modifications that it believes are not included in costs already recovered through existing, applicable recurring and non-recurring charges. Until such time as the parties agree or the state commission determines that SBC is allowed to assess additional charges for any specific routine network modification, beyond its already established monthly recurring and non-recurring charges for accessing a UNE, SBC will assess no such charge. While the parties negotiate any such additional charge or during the period wherein a state commission is reaching a decision related to such charges, SBC will nonetheless undertake the routine network modification at the CLEC's request without delay. If agreement is reached or a commission decision is entered allowing SBC to recover additional expenses associated with the specific routine network modification at issue, the CLEC agrees to be responsible for such charges if it has requested SBC to perform the work.

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 Where no physical work is required, SBC shall not impose any termination, reconnection, disconnection or other nonrecurring charges, except for an Electronic Service Order (Flow Through) Record charge, associated with any conversion. Any conversion shall take place in a seamless manner that does not affect the customer's perception of service quality.

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 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 below, 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 a requesting telecommunications carrier seeks to offer.
- 12.2 A requesting telecommunications carrier may not access an unbundled network element for the sole purpose of providing non-qualifying services.
- 12.3 A requesting telecommunications carrier that accesses and uses an unbundled network element pursuant to Section 251(c)(3) of the Act and this part to provide a qualifying service may use the same unbundled network element to provide non-qualifying services.
13. [Intentionally left blank.]

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

between one or more of

Illinois Bell Telephone Company d/b/a AT&T Illinois,
Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana
Michigan Bell Telephone Company d/b/a AT&T Michigan,
Nevada Bell Telephone Company d/b/a AT&T Nevada,
The Ohio Bell Telephone Company d/b/a AT&T Ohio,
Pacific Bell Telephone Company d/b/a AT&T California,
The Southern New England Telephone Company d/b/a AT&T Connecticut
Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas,
AT&T Arkansas and AT&T Texas,
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin

and

Level 3 Communications, LLC

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ ("AT&T-13STATE") and Level 3 Communications, LLC ("CLEC") ("Agreement") is hereby amended as follows:

- I. Appendix for Access to AT&T-13STATE Structures (Poles, Conduits, and Rights of Way) which is attached hereto and incorporated herein by this reference shall be added to the Agreement.
- II. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review : *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the

¹ The AT&T-13STATE ILECs previously operated under d/b/a's that had "AT&T" instead of "AT&T" in the d/b/a names set forth hereinabove.

FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"); provided, however, to the extent CLEC has entered into a 13-state Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("First Amendment"), nothing in this paragraph is intended nor should be construed as modifying or superseding the rates, terms and conditions in the Parties' First Amendment, in which the Parties waived certain rights they may have under the Intervening/Change in Law provisions(s) in the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the First Amendment), POIs or trunking requirements that are the subject of the First Amendment for the period from January 1, 2005 through December 31, 2006. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T-13STATE has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T-13STATE 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 AT&T-13STATE's right to exercise its option at any time to adopt on a date specified by AT&T-13STATE 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 immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AS AMENDED SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- IV. This Amendment shall be filed with and is subject to approval by each of the states respective state commission and shall become effective following approval by such state commission. In Arkansas, this amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. In Ohio, based on the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing. Prior to such state commission approval or filing,
- V. CLEC and AT&T-13STATE hereby enter into an interim arrangement, effective upon signature by both parties, for early implementation prior to the approval of the Amendment by the applicable state commission. This interim arrangement will be governed by the terms of the Amendment until the applicable state commission approves the Amendment.
- VI. If the applicable state commission refuses to approve the Amendment, CLEC and AT&T-13STATE agree that, within ten (10) business days of receipt of written notice of such state commission refusal, the Parties shall either (i) meet to negotiate a new amendment or (ii) sign a revised amendment that complies with any modifications required by the applicable state commission. If CLEC does neither (i) nor (ii) within the prescribed ten (10) business day interval, and such failure is not due in whole or in part to any action or inaction on the part of AT&T-13STATE, or if CLEC terminates the Agreement before approval, CLEC (a) shall promptly reimburse AT&T-13STATE for any and all actual and demonstrable costs incurred by AT&T-13STATE to engage in such early implementation activities (regardless of whether AT&T-13STATE is entitled to independently recover for such services under the Amendment, Agreement or under applicable tariffs), and (b) approve the disconnection of any products, services and facilities ordered by CLEC and contemplated under the terms of the Amendment. Notwithstanding the foregoing, CLEC does not waive and hereby expressly reserves all of its rights and remedies with respect to any such products, services and facilities. If AT&T-13STATE fails to do either (i) or (ii) above, then AT&T-13STATE shall not be entitled to disconnect or otherwise terminate any affected products, services or facilities. Upon Commission approval, this Section VI expires.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 30th day of June, 2006, by **AT&T-13STATE**, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Level 3 Communications, LLC

Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; Nevada Bell Telephone Company d/b/a AT&T Nevada; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut; Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma, AT&T Missouri, AT&T Kansas, AT&T Arkansas and AT&T Texas; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

Signature: 

Name: Andrea Gavallas
(Print or Type)

Title: Vice President
(Print or Type)

Date: 6/27/06

Signature: 

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 6-30-06

FACILITIES-BASED OCN # 6120

ACNA LVC

APPENDIX FOR ACCESS
TO AT&T INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS OF WAYS)

TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	DEFINITIONS.....	3
3.	SCOPE OF APPENDIX.....	5
4.	EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION.....	6
5.	GENERAL PROVISIONS.....	7
6.	DISCLAIMER OF WARRANTIES.....	6
7.	DISPUTE RESOLUTION	6
8.	INDEMNIFICATION	6
9.	LIABILITIES AND LIMITATIONS OF LIABILITY	9
10.	INSURANCE	9
11.	ASSIGNMENT OF RIGHTS	10
12.	TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES	12
13.	FAILURE TO ENFORCE	12
14.	CONFIDENTIALITY OF INFORMATION	13
15.	ACCESS TO RIGHTS-OF-WAY	14
16.	SPECIFICATIONS	15
17.	ACCESS TO RECORDS.....	15
18.	APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS.....	16
19.	POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS	16
20.	ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)	17
21.	CONSTRUCTION OF ATTACHING PARTY'S FACILITIES.....	18
22.	USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES.....	18
23.	MODIFICATION OF ATTACHING PARTY'S FACILITIES	19
24.	REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES.....	19
25.	EMERGENCY REPAIRS AND POLE REPLACEMENTS	19
26.	INSPECTION BY AT&T OF ATTACHING PARTY'S FACILITIES.....	21
27.	TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS.....	21
28.	REMOVAL OF ATTACHING PARTY'S FACILITIES	22
29.	RATES, FEES, CHARGES, AND BILLING	23
30.	PERFORMANCE AND PAYMENT BONDS	25
31.	NOTICES.....	24
32.	APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	25

APPENDIX FOR ACCESS TO AT&T COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 AT&T Inc. (AT&T) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.1.2 AT&T-2STATE - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 AT&T-13STATE - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T SNET the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.4 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.5 AT&T SNET - As used herein, AT&T SNET means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.6 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.7 STATE –“State” as used herein shall mean the state in which this Appendix is filed.

2. DEFINITIONS

- 2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 Conduit. The term “conduit” refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term “conduit” refers only to conduit structures (including ducts, manholes and hand holes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other AT&T-13STATE structures (such as huts and cabinets) which branch off from or are connected to AT&T-13STATE's conduit.
- 2.3 Conduit system. The term “conduit system” refers to any combination of ducts, conduits, manholes, and hand holes joined to form an integrated whole. As used in this Appendix, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b)

central office vaults, controlled environment vaults, or other AT&T-13STATE structures (such as huts and cabinets) which branch off from or are connected to AT&T-13STATE's conduit.

- 2.4 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 Hand hole. The term "hand hole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "hand hole" refers only to hand holes which are part of AT&T-13STATE's conduit system and does not refer to hand holes which provide access to buried cables not housed within AT&T-13STATE ducts or conduits. As used in this Appendix, the term "hand hole" refers only to hand hole structures owned or controlled by AT&T-13STATE and does not include cables and other telecommunications equipment located within hand hole structures.
- 2.6 Occupancy Permit. The term "occupancy permit" refers to a written instrument confirming that AT&T-13STATE has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 Maintenance Duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an AT&T-13STATE manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of AT&T-13STATE's conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an AT&T-13STATE pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include AT&T-13STATE, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in AT&T-13STATE's poles, ducts, conduits or rights-of-ways).
- 2.11 Over lashing. The term "Over lashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by AT&T-13STATE and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 Rights-of-way. The term "rights-of-way" refers to AT&T-13STATE owned or controlled legal rights to pass over or through property of another party and used by AT&T-13STATE for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by AT&T-13STATE and used by AT&T-13STATE for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
- 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or

2.13.3 any space which is owned and controlled by a third-party property owner and occupied by AT&T-13STATE with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

3.1 This Appendix establishes the rates, terms, conditions, and procedures by which AT&T-13STATE shall provide non-discriminatory access to AT&T-13STATE's Structure. Separate tariffs, appendixes, including Appendix Collocation of this Agreement, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

3.1.1 AT&T-13STATE's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from AT&T-13STATE's central offices;

3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

3.1.3 ducts and conduits located within buildings owned by AT&T-13STATE; and

3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by AT&T-13STATE from third-party property owners for purposes other than to house cables and other equipment in active service as part of AT&T-13STATE's network distribution operations.

3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.

3.3 No Effect on AT&T-13STATE's Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect AT&T-13STATE's right to abandon, convey, or transfer to any other person or entity AT&T-13STATE's interest in any of AT&T-13STATE's Structure. AT&T-13STATE shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. INTENTIONALLY LEFT BLANK

5. GENERAL PROVISIONS

5.1 Entire Appendix. This Appendix, together with the Interconnection Agreement, if any, of which this Appendix is a part, and the Guidelines for Access to AT&T-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties.

5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and AT&T-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within AT&T-13STATE's poles, ducts, and conduits within this State.

5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of

this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.

- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable. Each Party agrees to treat the other in parity with the manner in which it treats itself with regard to a Force Majeure Event.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

- 6.1 AT&T-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT AT&T-13STATE'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THROUGH REASONABLE INSPECTION THE ADEQUACY OF AT&T-13STATE'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an Interconnection Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or
 - 8.2.4 any negligent act or acts committed by any employee or agent of the indemnified party, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of AT&T-13STATE's Structure.
- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.
- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees or agents of the indemnifying party.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee or agent of the indemnifying party or, of
 - 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
 - 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge by any employee or agent of the indemnifying party, onto any public or private property, of any hazardous substances regardless of the source of such hazardous substances, , while present on, within, or in the vicinity of any AT&T-13STATE pole, duct, conduit, or right-of-way.
- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by an employee or agent of the indemnifying party, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by an employee or agent of the indemnifying party from the site of any AT&T-13STATE pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, of every kind and character, made, brought, or sought against AT&T-13STATE by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:
- 8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on AT&T-13STATE due to the placement or presence of Attaching Party's facilities on or within AT&T-13STATE's poles, ducts, conduits, or rights-of-way; or
- 8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 Attaching Party's General Indemnity Obligations to AT&T-13STATE. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against AT&T-13STATE pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold AT&T-13STATE harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized or required under this Appendix, or the presence or activities of Attaching Party's employees or agents on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.
- 8.11 AT&T-13STATE's General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from AT&T-13STATE's enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, AT&T-13STATE shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with AT&T-13STATE's access to or use of AT&T-13STATE's poles, ducts, conduits, or rights-of-way, AT&T-13STATE's performance of any acts authorized or required under this Appendix, or the presence or activities of AT&T-13STATE's employees or agents on, within, or in the vicinity of AT&T-13STATE's poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.
- 9.2 AT&T-13STATE Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to AT&T-13STATE Structure AT&T-13STATE does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.3 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to AT&T-13STATE's poles or placed in AT&T-13STATE's Structure and AT&T-13STATE shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.3. In no event shall AT&T-13STATE be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or agent of such Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any AT&T-13STATE pole, duct, conduit, or right-of-way in any capacity other than as a AT&T-13STATE employee or person acting on AT&T-13STATE's behalf. In no event shall AT&T-13STATE be liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on AT&T-13STATE's behalf, cable cuts by persons other than AT&T-13STATE's employees or persons acting on AT&T-13STATE's behalf, or other causes beyond AT&T-13STATE's control which occur at sites subject to this Appendix.
- 9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and agents of such party. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to AT&T-13STATE poles, or is occupying AT&T-13STATE conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall cover the Attaching Party. The attaching party shall require all of its contractors, subcontractors and/or any other person acting on Attaching Party's behalf to name AT&T as an additional insured on such persons' policies.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name AT&T-13STATE as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 AT&T-13STATE agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to AT&T-13STATE its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
 - 10.3.2 Automobile liability: Attaching Party shall submit to AT&T-13STATE a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
 - 10.3.3 General liability: Attaching Party must provide evidence acceptable to AT&T-13STATE that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before AT&T-13STATE will issue pole attachment or conduit occupancy permits under this Appendix.
- 10.5. Attaching Party agrees to provide AT&T-13STATE with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named. Failure to mail such notice shall impose no obligation or liability upon the company or its agents or representatives.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
 - 11.1.1 AT&T-13STATE may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with AT&T-13STATE or which acquires or succeeds to ownership of substantially all of AT&T-13STATE's assets.
 - 11.1.2 Overlapping of Attaching Party's facilities on AT&T-13STATE poles by a third party will be allowed under the following conditions:
 - 11.1.2.1 The Overlapping entity must enter into an Appendix with AT&T-13STATE for access to AT&T-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.
 - 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to AT&T-13STATE prior to submitting a request for access to structure.
 - 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.

- 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without AT&T-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to AT&T-13STATE that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to AT&T-13STATE for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured AT&T-13STATE's prior written consent to the assignment or transfer, if necessary, and given AT&T-13STATE notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. Attaching Party may assign or otherwise transfer this Appendix to any Affiliate of Attaching Party, or to any entity into which Attaching Party may be merged or consolidated or which purchases all or substantially all of the assets of Attaching Party provided, however, the Affiliate or entity to whom Attaching Party is assigning its rights is entitled to attach to AT&T-13STATE's poles and conduit as a communications carrier or cable provider or otherwise under the law. Any assignee or transferee shall continue to be subject to all of the terms and conditions of this Appendix. "Affiliate", for purposes of this Appendix, shall mean, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person ("control," "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise). "Person" shall mean any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or governmental authority.
- 11.2 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by AT&T-13STATE in writing, no assignment permitted by AT&T-13STATE under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.3 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. AT&T-13STATE may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or

successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.

- 11.4 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space. Nothing in the foregoing should be read to prohibit Attaching Party from using contractors or other authorized agents to perform attachment or placement work on its behalf.

12. TERMINATION OF APPENDIX OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to AT&T-13STATE's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make use of AT&T-13STATE's poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to AT&T-13STATE's Structure shall not materially interfere with or materially impair service over any facilities of AT&T-13STATE or any Other User, cause material damage to AT&T-13STATE's plant or the plant of any Other User, impair the privacy of communications carried over the facilities of AT&T-13STATE or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of AT&T-13STATE's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, AT&T-13STATE may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given, and
- 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or
- 12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.
- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Appendix upon sixty (60) days notice to the other Party and, where required, to the appropriate state commission in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Appendix, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to AT&T-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to AT&T-13STATE in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about AT&T-13STATE facilities. This article does not limit the use by AT&T-13STATE of aggregate information relating to the occupancy and use of AT&T-13STATE's Structure by firms other than AT&T-13STATE (that is, information submitted by Attaching Party and aggregated by AT&T-13STATE in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to AT&T-13STATE in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, AT&T-13STATE and persons acting on AT&T-13STATE's behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to AT&T-13STATE's outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing AT&T-13STATE's Structure and any AT&T-13STATE facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing AT&T-13STATE's obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of AT&T-13STATE's Structure are (or may in the future be) available for AT&T-13STATE's own use, and making planning, engineering, construction, and budgeting decisions relating to AT&T-13STATE's Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining AT&T-13STATE's financial accounting records; and
 - 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between AT&T-13STATE and any person or entity, including Attaching Party, concerning AT&T-13STATE's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, AT&T-13STATE may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court

orders, or reasonable discovery requests; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE's option:

- 14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding AT&T-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that AT&T-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at AT&T-13STATE's option:
- 14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
 - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent AT&T-13STATE has the authority to do so, AT&T-13STATE grants Attaching Party a right to use any right-of-way for AT&T-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on AT&T-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the AT&T-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by AT&T-13STATE. AT&T-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where AT&T-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, AT&T-13STATE shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where AT&T-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, AT&T-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits AT&T-13STATE to provide such access, and provided further that AT&T-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by AT&T-13STATE to obtain the

right-of-way, plus any other documented legal, administrative, and engineering costs incurred by AT&T-13STATE in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to AT&T-13STATE's poles or occupying space in AT&T-13STATE's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide, provided that such Guide and any updates are first provided to the Attaching Party.

16.1.1 AT&T CALIFORNIA ONLY- In addition to the terms and conditions included in this Appendix, AT&T CALIFORNIA shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the AT&T-13STATE Structure Access Guidelines, provided that such Guidelines and any updates are first provided to Attaching Party.

- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of AT&T-13STATE's manholes and access to AT&T-13STATE's conduit system.

16.3.1 Attaching Party will notify AT&T-13STATE not less than 5 business days in advance before entering AT&T-13STATE's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of AT&T-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within AT&T-13STATE's conduit system provided that Attaching Party shall not be required to await the arrival of AT&T-13STATE's employee or representative prior to initiating the desired work at the particular site. Attaching Party shall reimburse AT&T-13STATE for costs associated with the presence of AT&T-13STATE's authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

- 17.1 AT&T-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of AT&T-13STATE's Structure. Upon request, AT&T-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. AT&T-13STATE does not warrant the accuracy or completeness of information on any maps or records.

- 17.2 Maps, records or information are and remain the proprietary property of AT&T-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to AT&T-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 17.3 AT&T-13STATE will provide information currently available on the AT&T-13STATE's maps and/or records regarding:
- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on AT&T-13STATE's maps;
 - 17.3.2 the footage between manholes or lateral ducts lengths, as shown on AT&T-13STATE's maps;
 - 17.3.3 the footage between poles, if shown on AT&T-13STATE's maps;
 - 17.3.4 the total capacity of the Structure;
 - 17.3.5 the existing utilization of the Structure.
- 17.4 AT&T-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by AT&T-13STATE.
- 17.5 AT&T-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified AT&T-13STATE poles or placing facilities within specified AT&T-13STATE ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to AT&T-13STATE the appropriate AT&T-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific AT&T-13STATE Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by AT&T-13STATE or the Attaching Party before an occupancy permit is issued. The parties will exert best efforts to ensure that the Make-Ready Survey is completed as promptly as possible, and in a time frame that is no longer than each Party would use for its own operations. The primary purposes of the make ready survey will be to enable AT&T-13STATE to
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to AT&T-13STATE structures;
 - 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare AT&T-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
 - 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. AT&T-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on AT&T-13STATE's poles or in AT&T-13STATE's conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed

available for use by AT&T-13STATE, Attaching Party, and other parties entitled to access underapplicable law.

19.2 Pole, Duct, and Conduit Space Assignments:

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by AT&T-13STATE, the pole, duct, and conduit space selected and/or approved by AT&T-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 AT&T CALIFORNIA: The pole, duct, and conduit space selected and/or approved by AT&T-13STATE in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in AT&T CALIFORNIA only as detailed by the California Public Utility Commission.

19.2.3 AT&T-13STATE may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If AT&T-13STATE assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate AT&T-13STATE record if AT&T-13STATE has not occupied such assigned space within such 12 month period.

19.2.4 AT&T CALIFORNIA: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to AT&T-13STATE Structure, AT&T-13STATE shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, AT&T-13STATE will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. AT&T-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare AT&T-13STATE's Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing AT&T-13STATE or its contractor to complete the make-ready work; or

20.3.2 advise AT&T-13STATE of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with AT&T-13STATE's specifications and in accordance with the same standards and practices which would be followed if such work were being performed by AT&T-13STATE or AT&T-13STATE's contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of AT&T-13STATE's Structures or interferes with any existing use of AT&T-13STATE's facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to AT&T-13STATE's poles or

occupying space in AT&T-13STATE's conduit system regarding reimbursement for any reasonable and demonstrable expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in AT&T-13STATE's poles, ducts, conduits and rights of ways.

- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to AT&T-13STATE for the use of such additional capacity. If AT&T-13STATE utilizes additional space or capacity created at Attaching Party's expense, AT&T-13STATE will reimburse Attaching Party on a pro-rata basis for AT&T-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. AT&T-13STATE will notify the Attaching Party if any entity, including AT&T-13STATE, attaches facilities to additional capacity on AT&T-13STATE's Structure created at the Attaching Party's expense. AT&T-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.7 If Attaching Party utilizes space or capacity on any AT&T-13STATE Structure created at AT&T-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of AT&T-13STATE's capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, AT&T-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to AT&T-13STATE's Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by AT&T-13STATE or Other User.

*AT&T CALIFORNIA only: Space assignment shall not exceed nine (9) months in California.

20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by AT&T-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to AT&T-13STATE's poles and the placement of such facilities in AT&T-13STATE's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide AT&T-13STATE with a construction schedule and thereafter keep AT&T-13STATE informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within AT&T-13STATE's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.

- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by AT&T-13STATE. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify AT&T-13STATE of such use and must either vacate the maintenance duct within 30 days or, with AT&T-13STATE's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify AT&T-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a AT&T-13STATE Structure. The notice shall contain sufficient information to enable AT&T-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same AT&T-13STATE Structure, and may overlap additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with AT&T-13STATE and Other Users in making rearrangements to AT&T-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be reimbursed by Other Users if such rearrangement is made for Other User's purposes.
- 24.2 Whenever feasible, AT&T-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, AT&T-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify AT&T-13STATE within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the AT&T-13STATE conduit system and using the maintenance

duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with AT&T-13STATE's consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each AT&T-13STATE construction district, Attaching Party shall provide AT&T-13STATE with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify AT&T-13STATE of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, AT&T-13STATE, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 AT&T-13STATE shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by AT&T-13STATE on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, AT&T-13STATE shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by AT&T-13STATE that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an AT&T-13STATE replacement pole, the transfer shall be in accordance with AT&T-13STATE's placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise AT&T-13STATE and thereby authorize AT&T-13STATE (or any Other User sharing the pole with AT&T-13STATE) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse AT&T-13STATE for the costs incurred by AT&T-13STATE for work performed by AT&T-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY AT&T OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. AT&T-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to AT&T-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. AT&T-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany AT&T-13STATE on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. AT&T-13STATE shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to AT&T-13STATE's Structure. These inspections will not be made more often than once every 2 years unless in AT&T-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, AT&T-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to AT&T-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to AT&T-13STATE and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in AT&T-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.

27.2 Removal of Untagged Facilities. AT&T-13STATE may, without notice to any person or entity, remove from AT&T-13STATE's poles or any part of AT&T-13STATE's conduit system the Attaching Party's facilities, if AT&T-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on AT&T-13STATE's poles or in AT&T-13STATE's conduit system.

27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to AT&T-13STATE's poles or anchors or within any part of AT&T-13STATE's conduit system, AT&T-13STATE, without prejudice to other rights or remedies available to AT&T-13STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit

is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.

- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to AT&T-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If AT&T-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to AT&T-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by AT&T-13STATE of any of its rights or privileges under this Appendix or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from AT&T-13STATE's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable AT&T-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by AT&T-13STATE of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at AT&T-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to AT&T-13STATE or another Other User, and shall pay AT&T-13STATE for all costs incurred by AT&T-13STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, AT&T-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, AT&T-13STATE may, at AT&T-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of AT&T-13STATE's Facilities. No act or failure to act by AT&T-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of AT&T-13STATE's Structure shall be deemed to constitute a ratification by AT&T-13STATE of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a AT&T-13STATE pole or in a AT&T-13STATE duct or conduit, Applicant will provide written notification to AT&T-13STATE that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from AT&T-13STATE's Structure.

- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to AT&T-13STATE's manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from AT&T-13STATE's Structure.
- 28.2 At AT&T-13STATE's request, Attaching Party shall remove from AT&T-13STATE's Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to AT&T-13STATE that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in AT&T-13STATE's Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from AT&T-13STATE's poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from AT&T-13STATE's Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in AT&T-13STATE's Structure would cause a forfeiture of the rights of AT&T-13STATE to occupy the property where such Structure is located, AT&T-13STATE will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. AT&T-13STATE will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of AT&T-13STATE's rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by AT&T-13STATE; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from AT&T-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, AT&T-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions so long as AT&T-13State exercises reasonable care to protect and account for the Attaching Party's facilities. AT&T-13STATE shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by AT&T-13STATE. If AT&T-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse AT&T-13STATE for AT&T-13STATE's reasonable, actual costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, AT&T-13STATE shall have the right to change the rates, charges and fees outlined in this Appendix. AT&T-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. AT&T-13STATE may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to AT&T-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing AT&T-13STATE 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on AT&T-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, AT&T-13STATE may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as AT&T-13STATE may deem reasonable or necessary to protect AT&T-13STATE from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

NOTICE CONTACT	ATTACHING PARTY	<u>AT&T-13STATE</u> CONTACT
NAME/TITLE	Richard Thayer Director-Interconnection Services	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1025 Eldorado Blvd.	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY/STATE/ZIP CODE	Broomfield, CO 80021	Dallas, TX 75202-5398
FACSIMILE NUMBER	720-888-5134	214-464-2006

- 31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
INFOTELECOM, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company¹ d/b/a AT&T Michigan ("AT&T Michigan") and Infotelecom, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 25, 2007 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

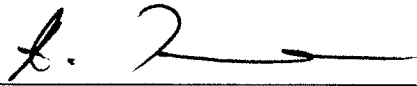
1. The White Page Appendix, which is attached hereto and incorporated herein by this reference, shall be added to the Interconnection Agreement.
2. The DS1, DS3 and White Page rates as reflected in the pricing schedule labeled Attachment A, which is attached hereto and incorporated herein by this reference, shall be added to the Interconnection Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

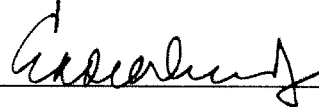
¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

AMENDMENT – ADD DS1, DS3, WP RATES AND WHITE PAGE APPENDIX/MICHIGAN BELL TELEPHONE COMPANY
PAGE 2 OF 2
AT&T MICHIGAN/INFOTELECOM, LLC
VERSION – 08/12/08
071609

Infotelecom, Inc.

Michigan Bell Telephone Company d/b/a
AT&T Michigan by AT&T Operations, Inc.,
its authorized agent

By: 
Name: Alex Pournazer
Title: VP of Local Network Operations
Date: 9/21/2009

By: 
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 9-29-09

ACNA IFX

MICHIGAN

Resale OCN 847E

CLEC OCN 918D

APPENDIX - WHITE PAGES

Table of Contents

1.0	INTRODUCTION	3
2.0	DEFINITIONS	3
6.0	WHITE PAGES.....	3

1.0 Introduction

1.1 The following service is provided as White Pages.

1.2 White Pages:

1.2.1 This Appendix sets forth terms and conditions that apply to switched-based CLECs for subscriber listing information in White Page directories provided by AT&T-13STATE owned ILEC and the CLEC.

2.0 Definitions

2.1 "CLEC Subscriber" means CLEC End User, as End User is defined in the General Terms and Conditions of this Agreement.

3.0 White Pages

3.1 General Provisions:

3.1.1 AT&T-13STATE will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described herein.

3.1.2 AT&T-13STATE publishes alphabetical White Pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in AT&T-13STATE's ILEC Territory in the appropriate AT&T-13STATE White Pages directories.

3.2 Responsibilities of the Parties:

3.2.1 Subject to AT&T-13STATE's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AT&T-13STATE will include in appropriate White Pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and AT&T-13STATE practices are subject to change from time to time. When CLEC provides its subscriber listing information to AT&T-13STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-13STATE White Pages directory and a listing in AT&T-13STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Schedule.

3.2.1.1 If such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-13STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

3.2.1.2 Listing Information Confidentiality:

3.2.1.2.1 AT&T-13STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-13STATE affords its own directory listing information.

3.2.1.3 Unlisted/Non-Published End Users:

3.2.1.3.1 CLEC will provide to AT&T-13STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Schedule.

- 3.2.1.4 Additional, Designer and other Listings:
- 3.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the White Pages directory, AT&T-13STATE will offer such listings at rates as set forth in the Pricing Schedule.
- 3.2.2 CLEC shall furnish to AT&T-13STATE subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as AT&T-13STATE may require to prepare and print the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.
- 3.2.3 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-13STATE via a mechanical or manual feed of the directory listing information to AT&T-13STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-13STATE's subscriber listing information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.
- 3.2.4 Through the normal course of business, End Users may notify AT&T-13STATE, or its publishing Affiliate, of inaccurate or incomplete listing information. In such instance AT&T-13STATE, or its publishing Affiliate, shall take appropriate action, as directed by the End User, to update the listing. AT&T-13STATE, or its publishing Affiliate, shall also inform CLEC of the deficiency and direct CLEC to send a listing update with the information necessary to make the End User Listing accurate and complete. CLEC shall respond within five (5) Business Days to such direction from AT&T-13STATE, or its publishing Affiliate.
- 3.2.5 Distribution of Directories:
- 3.2.5.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of AT&T-13STATE White Pages directory in the same manner, format and at the same time that they are delivered to AT&T-13STATE's subscribers during the annual delivery of newly published directories.
- 3.2.5.1.1 AT&T CONNECTICUT White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 3.2.5.2 AT&T-13STATE has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users as specified in Section 3.2.5.1 above.
- 3.2.5.3 CLEC may arrange for additional directory distribution and other services with AT&T-13STATE's directory publishing Affiliate pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.
- 3.2.6 AT&T-13STATE shall direct its directory publishing Affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information. AT&T-13STATE's directory publishing Affiliate will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing Affiliate and CLEC.
- 3.2.7 Use of Subscriber Listing Information:

- 3.2.7.1 AT&T-13STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-13STATE's subscriber listing information. In exchange for AT&T-13STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-13STATE to include and use the CLEC subscriber listing information provided to AT&T-13STATE pursuant to this Appendix in AT&T-13STATE's White Pages directory, AT&T-13STATE's DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-13STATE's use of CLEC's subscriber listing information in AT&T-13STATE's DA, DA related products and services, and directory publishing products and services.
- 3.2.7.2 AT&T-13STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-13STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with AT&T-13STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-13STATE.
- 3.2.8 CLEC further agrees to pay all costs incurred by AT&T-13STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Appendix.
- 3.2.9 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 3.2.10 Breach of Contract:
- 3.2.10.1 If either Party is found to have materially breached the White Pages directory terms of this Appendix, the non-breaching Party may terminate the White Pages directory terms of this Appendix by providing written Notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of AT&T-13STATE's White Pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-13STATE and/or its Affiliates as a result of such CLEC breach.

MICHIGAN - Generic Pricing Schedule /1/		USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
NETWORK ELEMENTS					
Loops					
Loops					
DS1 Loop - Rural (Zone C)		4U1C1	\$ 51.71	See NRC prices below	
DS1 Loop - Suburban (Zone B)		4U1B1	\$ 44.01	See NRC prices below	
DS1 Loop - Metro (Zone A)		4U1AA	\$ 40.65	See NRC prices below	
DS3 Loop - Rural (Zone C)		U4D3C	\$ 479.37	See NRC prices below	
DS3 Loop - Suburban (Zone B)		U4D3B	\$ 379.38	See NRC prices below	
DS3 Loop - Metro (Zone A)		U4D3A	\$ 321.94	See NRC prices below	
Loop Non-Recurring Charges					
DS1 - Service Non-Recurring Charges					
Administration Charge, per order - Install /2/ /5/ /7/ /8/		NR90R		\$ 3.54	
Service Provisioning Charge, per circuit, Install		NKCU2		\$ 63.95	
Administration Charge, per order - Disconnect		NR90T		\$ 2.13	
Service Provisioning Charge, per circuit, Disconnect		NKCU3		\$ 41.42	
Cancellation or Change Service Charge - DS1 Loop, per last critical date reached		NKCU4		\$ 2.38	
Digital DS1 Loops - Design Layout Report Date		NR95W		\$ 15.04	
Digital DS1 Loops - Record Issue Date		NR95X		\$ 15.04	
Digital DS1 Loops - Designed, Verified & Assigned Date		NR95Y		\$ 45.33	
Digital DS1 Loops - Plant Test Date		NR95Z		\$ 65.75	
DS3 - Service Non-Recurring Charges					
Administration Charge, per order - Install /2/ /5/ /7/ /8/		NR90Y		\$ 3.54	
Service Provisioning Charge, per circuit, Install		NKCU5		\$ 91.29	
Administration Charge, per order - Disconnect		NR90Z		\$ 2.13	
Service Provisioning Charge, per circuit, Disconnect		NKCU6		\$ 31.48	
Cancellation or Change Service Charge - DS3 Loop, per last critical date reached		NKCU7		\$ 2.38	
Digital DS3 Loops - Design Layout Report Date		NR951		\$ 16.05	
Digital DS3 Loops - Record Issue Date		NR952		\$ 16.05	
Digital DS3 Loops - Designed, Verified & Assigned Date		NR953		\$ 43.27	
Digital DS3 Loops - Plant Test Date		NR954		\$ 66.14	
Cross Connects (for Loops)					
DS1/LT1		CXCDX	\$ 16.46	N/A	N/A
DS3/LT3		CXCEX	\$0.00	N/A	N/A
DS3 C.O. Cross-Connect to Collocation		CXCBX	\$0.00	N/A	N/A
DS1 Interoffice Mileage Per Point of Termination					
Zone 1		CZ4X1	\$ 12.39		
Zone 2		CZ4X2	\$ 12.28		
Zone 3		CZ4X3	\$ 13.17		
Interzone		CZ4XZ	\$ 13.36		
DS1 Interoffice Mileage Per Mile					
Zone 1		1YZX1	\$ 0.69		
Zone 2		1YZX2	\$ 0.77		
Zone 3		1YZX3	\$ 0.50		
Interzone		1YZXZ	\$ 0.20		
DS1 Clear Channel Capability - Per DS1 Circuit Arranged					
All Zones Connect		CLYX1-X3		\$ 75.28	
All Zones Disconnect		PENDING		\$0.00	
DS1 Interoffice NRC (Connect + Disconnect)					
Connect Zone 1 per circuit		NKCU8		\$ 57.80	
Connect Zone 2 per circuit		NKCU8		\$ 57.80	
Connect Zone 3 per circuit		NKCU8		\$ 57.80	
Disconnect Zone 1 per circuit		NKCU9		\$ 22.70	
Disconnect Zone 2 per circuit		NKCU9		\$ 22.70	
Disconnect Zone 3 per circuit		NKCU9		\$ 22.70	
DS1 UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order		ORCMX		\$ 3.14	
EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order		NR90T		\$ 2.13	
DS3 Interoffice Mileage Termination - Per Point of Termination					
Zone 1		CZ4W1	\$ 129.82		
Zone 2		CZ4W2	\$ 114.98		
Zone 3		CZ4W3	\$ 110.02		
Interzone		CZ4WZ	\$ 121.50		
DS3 Interoffice Mileage - Per Mile					
Zone 1		1YZB1	\$ 6.20		
Zone 2		1YZB2	\$ 3.84		
Zone 3		1YZB3	\$ 9.52		
Interzone		1YZBZ	\$ 3.73		
DS3 Interoffice NRC (Connect + Disconnect)					
Connect Zone 1 per circuit		NKCUE		\$ 74.59	
Connect Zone 2 per circuit		NKCUE		\$ 74.59	
Connect Zone 3 per circuit		NKCUE		\$ 74.59	
Disconnect Zone 1 per circuit		NKCUF		\$ 22.70	
Disconnect Zone 2 per circuit		NKCUF		\$ 22.70	
Disconnect Zone 3 per circuit		NKCUF		\$ 22.70	
DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order		ORCMX		\$ 3.14	
Installation and Rearrangement - Admin. Charge, Disconnect, Per Order		NRBCL		\$ 2.13	
Multiplexing					
DS1 to Voice Grade All Zones, Per Arrangement		QMVX1-X3	\$ 280.24	N/A	N/A

MICHIGAN - Generic Pricing Schedule /1/		USOC	Monthly Recurring Rate	Non-Recurring Rate (Initial)	Non-Recurring Rate (Additional)
	DS3 to DS1 All Zones, Per Arrangement	QM3X1-X3	\$ 414.55	N/A	N/A
Dedicated Transport Cross Connects					
	DS1	CXCDX	\$ 6.89	N/A	N/A
	DS3	CXCEX	\$0.00	N/A	N/A
Cancellation or Change Service Charge, per Last Critical Date Reached					
	DS1				
	Service Order Portion to be applied to each critical date below	NKCUL		\$ 2.07	
	Design Lay Out Report Date	NR95W		\$ 21.09	
	Records Issue Date	NR95X		\$ 21.09	
	Designed Verified and Assigned Date	NR95Y		\$ 31.63	
	Plant Test Date	NR95Z		\$ 59.16	
	DS3				
	Service Order Portion to be applied to each critical date below	NKCUM	N/A	\$ 2.07	N/A
	Design Lay Out Report Date	NR951	N/A	\$ 20.38	N/A
	Records Issue Date	NR952	N/A	\$ 20.97	N/A
	Designed Verified and Assigned Date	NR953	N/A	\$ 53.61	N/A
	Plant Test Date	NR954	N/A	\$ 76.53	N/A
Due Date Change Charge Per Order or Occasion					
	DS1	NR957	N/A	\$ 0.43	N/A
	DS3	NR958	N/A	\$ 0.43	N/A
Special Access to UNE Conversion					
	Channelized DS1 without mileage design and coordination	NKCUU	N/A	\$ 4.34	N/A
	Channelized DS1 - Design and Coordination (with Mileage)	NKCUU	N/A	\$ 4.34	N/A
	Non-channelized DS1 without mileage design and coordination	NKCUR	N/A	\$ 1.13	N/A
	Non-channelized DS1 facility with mileage design and coordination	NKCUR	N/A	\$ 1.13	N/A
	Channelized DS3 with mileage design and coordination	NKCUO	N/A	\$ 4.42	N/A
	Non-channelized DS3 facility with mileage design and coordination	NKCUQ	N/A	\$ 1.13	N/A
	Non-Channelized DS3 Design and Coordination without mileage	NKCUQ	N/A	\$ 1.13	N/A
	Channelized DS3 without mileage design and coordination	NKCUT	N/A	\$ 4.52	N/A
	Project administration charge per service order	NKCUY	N/A	\$ 4.30	N/A
OTHER					
White Pages					
	Directory Listing Product	White Page Directory Listings	Tariff	NA	NA
	Directory Listing Product	Non Published/Non List Directory Listings	Tariff	NA	NA
Notes					
/2/	Does not apply to pre-existing UNE-P Currently Combined Installations.				
/5/	Does not apply to Special Access to UNE conversions.				
/7/	Does not apply to new EEL installations.				
/8/	Does not apply to pre-existing UNE-P Migrations.				

AT&T Wholesale Amendment

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
INFOTELECOM, LLC

This Amendment amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and Infotelecom, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Michigan's service territory in the State of Michigan.

WITNESSETH:

WHEREAS, AT&T Michigan and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 25, 2007 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties amended said Agreement pursuant to the Michigan Public Service Commission's ("MI-PSC") Order in Case No. U-14447 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order (the "Michigan Order"); and

WHEREAS, on September 26, 2007, the United States District Court for the Eastern District of Michigan issued an Order reversing, in part, the Michigan Order, and on February 23, 2010, the United States Court of Appeals for the Sixth Circuit affirmed the District Court's Order; and

WHEREAS, the Parties wish to amend the Agreement to reflect the Court Decisions and

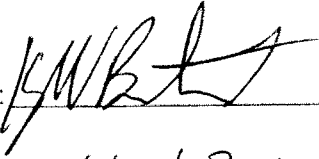
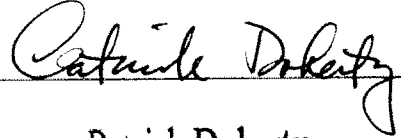
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. In the Amendment to Interconnection Agreement approved October 25, 2007, REGCPORDMI14447 Conforming Post TRO Remand Amendment (the "TRO/TRRO Amendment"), under the Michigan TRO/TRRO Attachment thereto:
 - 1.1 The text of Section 0.1.12 is removed in its entirety and replaced with the following:

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."
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. 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.
5. This Amendment shall be filed with and is subject to approval by the MI-PSC and shall become effective ten (10) days following approval by such Commission.

Infotelecom, LLC

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Services, Inc. its authorized agentBy: Printed: Kyle V. BERTRANDBy: Printed: Patrick DohertyTitle: VP of Network Planning and RegulatoryTitle: Director - RegulatoryDate: 7/16/2012Date: 7-18-12

State	Resale OCN	ULEC OCN	CLEC OCN
MICHIGAN	847E	--	918D

Description	ACNA Code(s)
ACNA(s)	IFX

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
INFOTELECOM, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and Infotelecom, LLC ("CLEC"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Michigan and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 25, 2007 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking 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) ("the Order"), the Parties desire to amend the Agreement to implement the terms of the Order.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

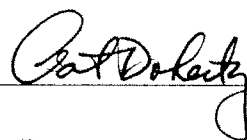
1. The above recitals are hereby incorporated in their entirety into this Amendment
 - 1.1 The Parties agree to delete Section 2.1 of the First Amendment Superseding Certain Intercarrier Compensation, Interconnection and Trunking Provisions ("First Amendment") in its entirety.
 - 1.2 The Parties agree to replace Section 3.3 in the First Amendment with the following:
 - 3.3 Except as specifically modified by this First Amendment with respect to their mutual obligations herein and subject to Section 2.0 and including but not limited to: (1) whether ISP calls constitute local traffic and is or is not subject to reciprocal compensation obligations; and (2) what should be the appropriate treatment (compensation and routing) of Virtual Foreign Exchange traffic, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body. The Parties further agree that nothing in this First Amendment shall be construed as an admission on the matters set forth above and that neither Party will claim, in any forum, that the matters set forth herein indicated the other Party's agreement or acquiescence that the arrangements set forth herein are the proper arrangements under Section 251 of the Act.
 - 1.3 The Parties agree to delete Section 4.5 in the First Amendment in its entirety. The Parties agree to replace Section 4.5 with the following:

- 4.5 Each Party will be 100% financially responsible for facilities, trunks and equipment on each respective Party's side of the POI.
- 1.4 The Parties agree to add the following Section 6.1 to the First Amendment:
 - 6.1 In the event this First Amendment continues beyond July 1, 2017, the Parties shall amend the Agreement in accordance with the Order to implement bill-and-keep for local Section 251(b)(5) Traffic exchanged between the Parties over interconnection trunks and facilities.
- 1.5 Parties agree to revise Section 7.0 IP-PSTN Traffic of the First Amendment as follows:
 - 1.5.1 The text of Section 7.3 is deleted and replaced with the following
 - 7.3 The Party delivering IP-PSTN Traffic or PSTN-IP Traffic (as described in Section 7.1 and 7.2 of the First Amendment) for termination to the other Party's end user customer (the "Delivering Party") shall pay to the other party the rate for Total Compensable Local Traffic as defined in Section 6 above. The Parties agree that IP-PSTN Traffic or PSTN-IP Traffic (as described in Section 7.1 and 7.2 of the First Amendment) which cross different local calling area boundaries or LATAs constitute Switched Access Traffic or IntraLATA Toll Traffic properly subject to applicable and effective switched access tariffs. Consistent with FCC orders, intrastate originating access traffic shall be subject to intrastate switched access rates.
 - 1.5.2 The Parties agree to delete in their entirety Sections 7.4 through 7.8 of the First Amendment.
- 2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 3 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.
- 4 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 5 This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

Infotelecom, LLC

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Services, Inc., its
authorized agent

By: 

By: 

Printed: Kyle BERTRAND

Printed: Patrick Doherty

Title: VP - NETWORK OPERATIONS
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 7/6/2012

Date: 7-12-12

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
INFOTELECOM, LLC
AND
BROADVOX-CLEC, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T Michigan") and Infotelecom, LLC ("Infotelecom"). AT&T Michigan and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Michigan and Infotelecom are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved on October 25, 2007 in Docket #U-15431 ("Interconnection Agreement");

WHEREAS, on or about October 18, 2011, Infotelecom filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court"), Case No. 11-18945;

WHEREAS, on February 15, 2012, Infotelecom filed its Chapter 11 plan and disclosure statement, thereafter amended on April 27, 2012 and confirmed by the Bankruptcy Court on June 6, 2012 (the "Plan"), which provides for the sale of substantially all Infotelecom's assets, including the assumption and assignment of the Interconnection Agreements to The Broadvox Holding Company, LLC ("Broadvox Holding"), or such other entity that submits the highest and best bid for such assets;

WHEREAS, on March 21, 2012, the Bankruptcy Court approved the Stipulated Order Resolving Disputed Matters between certain AT&T companies, including AT&T Michigan, and Infotelecom, wherein AT&T consented to the assumption and assignment of the Interconnection Agreement (the "Stipulated Order");

WHEREAS, on April 20, 2012, an Asset Purchase Agreement ("APA") was executed between Infotelecom, LLC and Broadvox Holding. The APA was subsequently assigned to Broadvox-CLEC, LLC ("Broadvox-CLEC") pursuant to an Assignment and Assumption Agreement, dated July 2, 2012, whereby Broadvox-CLEC assumed all of Broadvox Holding's right, title and interest in the APA. Consequently, Broadvox-CLEC is the ultimate transferee of the acquired assets; and

WHEREAS, AT&T consents to the assumption by Infotelecom and Infotelecom's assignment to Broadvox-CLEC of the Interconnection Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, AT&T Michigan, Infotelecom, LLC and Broadvox-CLEC agree to amend the Interconnection Agreement as follows:

1. The Interconnection Agreement is hereby amended to effectuate the modifications ordered in the Stipulated Order. Following the effective date of this Amendment, all references to "Infotelecom, LLC" in the Interconnection Agreement and its amendments shall constitute references to "Broadvox-CLEC, LLC".



2. AT&T Michigan shall reflect that name change from “Infotelecom, LLC” to “Broadvox-CLEC, LLC” only for the main billing account (header card) for each of the accounts previously billed to Infotelecom. AT&T Michigan shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Michigan’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Interconnection Agreement.
3. Once this Amendment is effective, Broadvox-CLEC shall operate with AT&T Michigan under the “Broadvox-CLEC” name for those accounts. Such operation shall include, by way of example only, submitting orders under Broadvox-CLEC, and labeling (including re-labeling) equipment and facilities with Broadvox-CLEC.
4. Broadvox-CLEC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Broadvox-CLEC, or by AT&T Michigan on behalf of Broadvox-CLEC, for updating billing accounts and End User records.
5. The Parties agree to revise subsection 17.1 of Section 17 of the General Terms and Conditions of the Interconnection Agreement to reflect that notices should be sent to the following. All other subsections in Section 17 shall remain unchanged.

17. Notices

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17;

17.1.5 delivered by electronic mail (email) provided either Party has provided such information in Section 17.3 below.

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

17.1.6.1 the date of actual receipt;

17.1.6.2 the next Business Day when sent via express overnight delivery service;

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

17.1.6.4 the date set forth on the confirmation produced by the sending facsimile machine; when delivered to the recipient prior to 5:00 p.m. central standard time, but the next Business Day when delivered to the recipient 5:00 p.m. or later central standard time.

17.1.6.5 notice by email shall be effective on the date it is officially recorded as delivered by the recipient’s delivery receipt when delivered prior to 5:00 p.m. central standard time, but the next Business Day when delivered to the recipient 5:00 p.m. or later central standard time. In the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T-13STATE.

17.1.7 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kyle Bertrand VP of Network Planning and Regulatory
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4636
FACSIMILE NUMBER	(216) 373-0950
EMAIL ADDRESS	kbertrand@broadvox.com

With a Copy To:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Alex Gertsburg
STREET ADDRESS	75 Erieview Plaza, Suite 400
CITY, STATE, ZIP CODE	Cleveland, Ohio 44114
PHONE NUMBER*	(216) 373-4811
FACSIMILE NUMBER	(216) 373-4812
EMAIL ADDRESS	agertsburg@broadvox.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

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

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

AMENDMENT - ASSUMPTION AND ASSIGNMENT OF AGREEMENTS/MICHIGAN BELL TELEPHONE COMPANY

PAGE 4 OF 4
BROADVOX
021413

Broadvox-CLEC, LLC

Michigan Bell Telephone Company d/b/a AT&T
Michigan by AT&T Services, Inc., its
authorized agent

By: 

By: 

Printed: Eugene Blum

Printed: Patrick Doherty

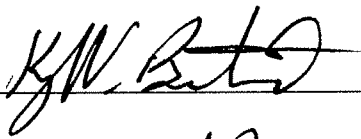
Title: Chief Operations Officer
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 2/18/13

Date: 2-27-13

Infotelecom, LLC

By: 

Printed: Kyle V. Bertrand

Title: VP of Network Planning & Operations
(Print or Type)

Date: 2/15/2013

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS

AND

BROADVOX-CLEC, LLC



Signature: eSigned - Kyle BertrandName: eSigned - Kyle Bertrand
(Print or Type)Vice President - Network Planning & Regulatory
Title: _____
(Print or Type)Date: 21 Jun 2016

Broadvox-CLEC, LLC

Signature: eSigned - William A. BockelmanName: eSigned - William A. Bockelman
(Print or Type)Title: Director
(Print or Type)Date: 21 Jun 2016

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	CLEC OCN
ALABAMA	825F	788F
CALIFORNIA	825F	916D
FLORIDA	825F	276D
GEORGIA	825F	277D
ILLINOIS	825F	278D
INDIANA	825F	910D
KANSAS	825F	798F
KENTUCKY	825F	799F
LOUISIANA	825F	427G
MICHIGAN	825F	918D
MISSISSIPPI	825F	428G
MISSOURI	825F	804F
NEVADA	825F	807F
NORTH CAROLINA	825F	779F
OHIO	825F	128D
OKLAHOMA	825F	814F

SOUTH CAROLINA	825F	818F
TENNESSEE	825F	429G
TEXAS	825F	279D

Description	ACNA Code(s)
ACNA(s)	BVX,IFX

**AMENDMENT TO THE AGREEMENTS
BETWEEN
BROADVOX-CLEC, LLC
AND**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, the Parties desire to amend the AT&T and CLEC Agreement(s) for the states of Alabama, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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 AT&T and CLEC Agreement(s) for the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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 AT&T and CLEC Agreement(s) for the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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(s) as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. For the states of Alabama, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement(s). Lifeline and Link Up service will no longer be available under the Agreement(s) beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. **Intercarrier Compensation**
 - 3.1. For the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and

Texas the Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement(s) for purposes of reciprocal compensation.

4. Forbearance

- 4.1. For the states of Alabama, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee and Texas 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(s) 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(s) (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement(s)), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement(s), or in the Agreement(s) 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(s) (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(s) 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(s), but rather, shall be coterminous with such Agreement(s).
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT(S) 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.
10. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

Exhibit A

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC D/B/A AT&T ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T SOUTH CAROLINA AND AT&T TENNESSEE	BROADVOX-CLEC, LLC	Interconnection	02/21/2014 (Last Party Signed Date)
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BROADVOX-CLEC, LLC	Interconnection	10/05/2007
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA d/b/a AT&T Southeast, AT&T GEORGIA, AT&T KENTUCKY d/b/a AT&T Southeast AND AT&T NORTH CAROLINA	BROADVOX-CLEC, LLC	Interconnection	06/23/2009 (Last Party Signed Date)
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS d/b/a AT&T Wholesale	BROADVOX-CLEC, LLC	Interconnection	11/28/2007
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BROADVOX-CLEC, LLC	Interconnection	12/31/2009 (Effective Date)
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BROADVOX-CLEC, LLC	Interconnection	1/25/2010
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BROADVOX-CLEC, LLC	Interconnection	10/25/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	BROADVOX-CLEC, LLC	Interconnection	1/27/2010
Nevada Bell Telephone Company d/b/a AT&T NEVADA	BROADVOX-CLEC, LLC	Interconnection	12/27/2007
The Ohio Bell Telephone Company d/b/a AT&T OHIO	BROADVOX-CLEC, LLC	Interconnection	12/26/2007
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BROADVOX-CLEC, LLC	Interconnection	5/6/2014
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BROADVOX-CLEC, LLC	Interconnection	9/4/2007

Pricing Sheet
Exhibit B

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	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	L1T++	GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

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	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

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	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

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	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

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	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

Pricing Sheet
Exhibit B

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	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

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	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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		GOC00		\$0.00			MOU

Pricing Sheet
Exhibit B

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	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

Pricing Sheet
Exhibit B

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	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

Pricing Sheet
Exhibit B

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	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU

Pricing Sheet
Exhibit B

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	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			Per Mile, Per MOU
2MR-AT	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			Per Mile, Per MOU

Pricing Sheet
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU