

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

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

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OF THE TELECOMMUNICATIONS ACT OF 1996**

by and among

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

and

Sprint Communications Company L.P.

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

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

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

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities 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, **SPRINT** intends to operate where one or more Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is the incumbent Local Exchange Carrier(s) and **SPRINT**, 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

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

1.1 GENERAL DEFINITIONS

- 1.1.1 **“A-link”** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law.
- 1.1.3 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC’s tariffed access rates.
- 1.1.4 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **“Advanced Services”** means intrastate or interstate broadband 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:

- 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
- 1.1.5.2 x.25-based and x.75-based packet technologies, or
- 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **“Affiliate”** is As Defined in the Act.
- 1.1.7 **“Alternate Billing Service (ABS)”** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 **“AM-IL”** - As used herein, AM-IL means the applicable SBC owned ILEC doing business in Illinois.
- 1.1.9 **“AM-IN”** - As used herein, AM-IN means the applicable SBC owned ILEC doing business in Indiana.
- 1.1.10 **“AM-MI”** - As used herein, AM-MI means the applicable SBC owned doing business in Michigan.
- 1.1.11 **“AM-OH”** - As used herein, AM-OH means the applicable SBC owned ILEC doing business in Ohio.
- 1.1.12 **“AM-WI”** - As used herein, AM-WI means the applicable SBC owned ILEC doing business in Wisconsin.
- 1.1.13 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.14 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.15 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.16 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message

Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

- 1.1.1.7 **“Billed Number Screening (BNS)”** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- 1.1.1.8 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.19 **“Business Day”** is as defined in FCC Rule 1.4(e), excluding the Friday immediately following Thanksgiving Day.
- 1.1.20 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.21 **“CABS”** means the Carrier Access Billing System.
- 1.1.22 **“Calling Card Service”** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.
- 1.1.23 **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.
- 1.1.24 **“Calling Name Delivery Service (CNDS)”** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.25 **“Calling Name Information”** means a Telecommunications Carrier’s records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.26 **“Calling Number Delivery”** means a feature that enables an End User to view the directory number of the calling party on a display unit.

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

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

Ringling/Call Waiting; Selective Call Forward; and Selective Call Rejection.

- 1.1.40 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.41 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.42 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.42.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.42.1 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.42.2 any Force Majeure Event.
- 1.1.43 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.44 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.44.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.44.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.44.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.45 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

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

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

- 1.1.56 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.57 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.58 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act and Applicable Law.
- 1.1.59 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights, except with respect to access to UNEs, in which case the meaning is as defined by the FCC.
- 1.1.60 **"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). Primary Rate Interface-ISDN (PRI-ISDN) provides for a digital transmission of twenty-three 64 Kbps bearer channels and one 16 Kbps data channel (23B+D).
- 1.1.61 **"Interconnection"** is As Defined in the Act .
- 1.1.62 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.63 **"InterLATA"** is As Defined in the Act.
- 1.1.64 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

- 1.1.65 **“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.
- 1.1.66 **“IntraLATA Toll Traffic”** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.67 **“LIDB Editor”** means an SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.68 **“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.
- 1.1.69 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 1.1.70 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.71 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.72 **“Local Exchange Carrier” (LEC)** is As Defined in the Act and Applicable Law.
- 1.1.73 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.74 **“Local Calls”**, for purposes of intercarrier compensation, is as defined in Appendix Reciprocal Compensation.”

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

appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

- 1.1.82 **“Meet-Point Trunks/Trunk Groups” (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE “GR-394” and GR-317-CORE “GR-317”. MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.
- 1.1.83 **“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).
- 1.1.84 **“Mutual Compensation”** is the compensation agreed upon by the Parties for those “Local Calls” that originate on one network and terminate on the other network.
- 1.1.85 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.86 **“Network Element”** is As Defined in the Act.
- 1.1.87 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.88 **“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.
- 1.1.89 **“Number Portability”** is As Defined in the Act.

- 1.1.90 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.91 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.92 **“Originating Point Code” (OPC)** means a code assigned to identify SPRINT’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.93 **“Party”** means either SPRINT or SBC use of the term “Party” includes each of the ILECs that is a party to this Agreement. **“Parties”** means both SPRINT and SBC; use of the term “Parties” includes each of the ILECs that is a party to this Agreement.
- 1.1.94 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.95 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.96 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.97 **“Physical Collocation”** is as described in Section 4. of Appendix Collocation or in the applicable tariff.
- 1.1.98 **“Rate Center Area”** means the following in each applicable area:
- 1.1.98.1 **SBC-AMERITECH**
- 1.98.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific

V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.98.2 **NEVADA**

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

1.1.98.3 **PACIFIC**

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

1.1.98.4 **SNET**

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

1.1.98.5 **SBC-SWBT**

1.1.98.5.1 **“Rate Center”** means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

- 1.1.99 “Rating Point” means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.100 “**Referral Announcement** ” refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.101 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.102 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.103 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.104 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.105 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.106 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.107 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.108 “**Service Control Point**” (SCP) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from

service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

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

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

1.1.111 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

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

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

1.1.114 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.115 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.1.116 **“Special Billing Number”** SBN means a Line Record in LIDB that is based on an NXX-o/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).

1.1.117 **“State Abbreviation”** means the following:

- 1.1.117.1 “AR” means Arkansas
- 1.1.117.2 “CA” means California
- 1.1.117.3 “CT” means Connecticut
- 1.1.117.4 “IL” means Illinois
- 1.1.117.5 “IN” means Indiana
- 1.1.117.6 “KS” means Kansas
- 1.1.117.7 “MI” means Michigan
- 1.1.117.8 “MO” means Missouri
- 1.1.117.9 “NV” means Nevada

- 1.1.117.10 "OH" means Ohio
- 1.1.117.11 "OK" means Oklahoma
- 1.1.117.12 "TX" means Texas
- 1.1.117.13 "WI" means Wisconsin
- 1.1.118 **SWBT-AR** - As used herein, SWBT-AR means the applicable SBC owned ILEC doing business in Arkansas.
- 1.1.119 **SWBT-KS** - As used herein, SWBT-KS means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.120 **SWBT-MO** - As used herein, SWBT-MO means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.121 **SWBT-OK** - As used herein, SWBT-OK means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.122 **SWBT-TX** - As used herein, SWBT-TX means the applicable SBC owned ILEC doing business in Texas.
- 1.1.123 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.
- 1.1.124 **"Synchronous Optical Network" (SONET)** is an optical interface 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.
- 1.1.125 **"Tape Load Facility"** means data entry points at the LIDB administrative and/or the SCPs where LIDB resides.
- 1.1.126 **"Technical Feasibility"** is defined by the FCC and relevant State Commission decisions.
- 1.1.127 **"Telecommunications"** is As Defined in the Act.
- 1.1.128 **"Telecommunications Carrier"** is As Defined in the Act.
- 1.1.129 **"Telecommunications Service"** is As Defined in the Act.
- 1.1.130 **"Telephone Exchange Service"** is As Defined in the Act.
- 1.1.131 **"Telephone Toll Service"** is As Defined in the Act .

- 1.1.132 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.133 **“Toll Free Service”** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).
- 1.1.134 **“Translation Type”** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.
- 1.1.135 **“Trunk”** means a communication line between two switching systems.
- 1.1.136 **“Virtual Collocation”** is as described in Section 4.0 of Appendix Collocation or in the applicable tariff.
- 1.1.137 **“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 loops may be served by one (1) or more Central Office Switches within such premises.

1.2 DEFINITIONS APPLICABLE TO (SBC-12STATE) ONLY

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

- 1.2.4 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 1.2.5 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.2.6 **“Main Distribution Frame” (MDF)** is the central office termination point for outside plant facilities (e.g., local loops).
- 1.2.7 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.2.8 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO SBC-8STATE ONLY

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

1.4 DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

- 1.4.1 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.
- 1.4.2 **“Mid-Point Meet”** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.
- 1.4.3 **“Serving Wire Center” (SWC)** means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.
- 1.4.4 **“Control Office”** means the appropriate exchange carrier center or office designated as its company’s single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
- 1.4.5 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC-7STATE and SPRINT’s interconnecting with its network. This reciprocal exchange of data enables SBC-7STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.4.6 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE “GR-317.
- 1.4.7 **“Mid-Span Meet”** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC’s portion of the transmission facility.

1.5 DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY

- 1.5.1 **“Centralized AMA” (CAMA)** is an arrangement where the AMA

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

- 1.5.2 **“Inter-wire Center Transport”** means the transmission facilities between serving wire centers.

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

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

1.7 DEFINITIONS APPLICABLE TO SNET ONLY

- 1.7.1 **“800 Series”** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the “800” Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider’s network translates the 800 series number into a conventional 7 or 10-digit phone number for network switching and routing.
- 1.7.2 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.7.3 **“ConnNET”** is a CT packet switching network used for data communication to and from hosts and databases.
- 1.7.4 **“Database Administrative Service LIDB Operating Guidelines”** (Operating Guidelines) means the document developed by SNET that provides detailed instructions as to the working parameters of SNET’s provision of the LIDB Administrative System to SPRINT, as may be updated by SNET from time to time. SNET shall provide such Operating Guidelines to SPRINT upon execution of this Agreement.
- 1.7.5 **“Initial Billing Company” (IBC)** refers to the LEC that provides Feature Group B or D services at an End Office.
- 1.7.6 **“LIDB/AS”** means the LIDB administrative system for SNET.
- 1.7.7 **“Loop”** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the SNET designated serving wire centers.
- 1.7.8 **“Subsequent Billing Company”** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)
- 1.7.9 **“Switched Access Service”** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B,

Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

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

1.8 DEFINITIONS APPLICABLE TO SBC-SWBT only

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

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

- 2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “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, whenever any provision of this Agreement refers to a technical reference, technical publication, **SPRINT** 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.

- 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 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in these General Terms and Conditions, the definitions, terms or conditions in such Appendix, Attachment, Exhibit, Schedule or Addenda will supersede those contained in these General Terms and Conditions, 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.
- 2.6.2 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

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**, nor by **SPRINT**, 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, as a result of the FCC Merger Conditions, apply in or be “portable to” 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, as a result of the Merger Conditions.

2.11 State-Specific Rates, Terms and Conditions

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

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

2.11.3 Successor Rates. Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) 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-13 STATE** 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 provision to **SPRINT** of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **SBC-13STATE**, **SPRINT** and any entity that currently or subsequently is owned or controlled by or under common ownership or control with **SPRINT**. **SPRINT** further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **SBC-13STATE** and any such **SPRINT** Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to **SPRINT** and any such **SPRINT** Affiliate for the term of this Agreement as stated herein until either **SBC-13STATE** or **SPRINT** or any such **SPRINT** Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such **SPRINT** Affiliate and **SBC-13STATE** until the expiration of such other agreement. Further, and notwithstanding anything herein to the contrary, the Parties agree that this section shall not refer to and this Agreement shall not be binding on **SPRINT** PCS, a CMRS provider, or any **SPRINT** affiliate that is an Incumbent Local Exchange Carrier as defined in the Act.

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. **SBC-13STATE** 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 **SPRINT** 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 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE Based Switch Port providers to administer their End Users records in **PACIFIC**'s LIDB.
- 4.5.2 Nevada does not have a line information database and/or Calling Name database. Line information database services can be purchased from **PACIFIC**.

- 4.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law .
- 4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury each accident, \$500,000 for Bodily Injury by disease policy limits and \$100,000 for Bodily Injury by disease each employee.
- 4.6.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5, 000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 4.6.3 If use of automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.6 through 4.6.3 of this Agreement.
- 4.6.5 The Parties agree that companies affording the insurance coverage required under Section 4.6 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.6.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

- 4.6.7.1 The Party desiring to satisfy its Worker's Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Worker's Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 4.6.7.2 The Party desiring to satisfy its automotive liability obligations through self-insurance shall submit to the other Party a copy of the state issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 4.6.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.6.8 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 **SPRINT** signature of this Agreement, **SPRINT** shall provide **SBC-13STATE** with **SPRINT**'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 **SPRINT** makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), **SPRINT** shall submit written notice to **SBC-13STATE** within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) calendar days following receipt of that notice, the Parties shall negotiate rates to compensate **SBC-13STATE** for the costs to be incurred by **SBC-13STATE** to make the CLEC change to the applicable **SBC-13STATE** databases, systems, records and/or recording announcement(s) for **SPRINT** branded/repair calls. In addition, **SPRINT** shall compensate **SBC-13STATE** for any service order charges and/or service request charges associated with such CLEC Change. **SBC-13STATE**'s agreement to implement a CLEC Change is conditioned upon CLEC's agreement to pay all reasonable charges billed to **SPRINT** for such CLEC Change.

4.9 When a End User changes its service provider from **SBC-13STATE** to **SPRINT** or from **SPRINT** 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.

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

4.9.1.1 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.

4.9.2 The following applies to **AM-IN** only

4.9.2.1 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.

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

4.9.3.1 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.

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

4.9.4.1 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.

- 4.10 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.
- 4.11 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

- 5.1 The Effective Date of this Agreement shall be the date this Agreement is deemed approved under Section 252(e)(4) of the Act or, if this is not a successor Agreement between these Parties in the applicable State or if **SBC-13STATE** is not providing CLEC services under its preexisting Agreement with **SBC-13STATE**, then ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act. Provided however, **SBC-13STATE** shall have a reasonable time to implement new services, UNEs or load new rates.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on November 30, 2004 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3

shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

5.4 Termination for Reasons Other than Default

5.4.1 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, **SPRINT** shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if **SPRINT** wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. **SPRINT** shall identify the action to be taken on each applicable (13) state(s). If **SPRINT** wishes to pursue a successor agreement with **SBC-13STATE**, **SPRINT** 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 **SPRINT**'s Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received **SPRINT**'s Section 252(a)(1)

request; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement.

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

6. END USER FRAUD

- 6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC'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-AMERITECH**, **SBC-SWBT**, **PACIFIC**, **SNET** will provide notification messages to **SPRINT** on suspected occurrences of ABS-related fraud on **SPRINT** accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH**, **SBC-SWBT** and **SNET** will provide via fax.
- 6.4.1 **SBC-SWBT** (on behalf of itself and **SNET**) and **PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for **SPRINT** using the same criteria **SBC-SWBT** and **PACIFIC** use to monitor fraud on their respective accounts.
- 6.4.2 **SPRINT** understands that Sleuth alerts only identify potential occurrences of fraud. **SPRINT** understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. **SPRINT** understands and agrees that it will also need to determine what, if any, action **SPRINT** should take as a result of a Sleuth alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.
- 6.4.4 For each alert notification provided to **SPRINT**, **SPRINT** may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. **SPRINT** may request up to three reports per alert.

- 6.4.5 In instances where **SBC-13STATE** is administering **SPRINT**'s accounts stored in **SBC-13STATE**'s LIDB, upon notification (either by service order or by fax) by **SPRINT**, **SBC-13STATE** will promptly modify the LIDB query response consistent with **SPRINT**'s request.
- 6.5 In **SBC-SWBT** and **PACIFIC** ABS-related alerts are provided to **SPRINT** at no additional charge, except as related in 6.5.1 below.
- 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, **SPRINT** agrees to pay a recurring usage rate as outlined in Appendix Pricing.
- 6.6 Traffic Alert Referral Service ("TARS") 1+ IntraLATA Toll Fraud Monitoring.
- 6.6.1 For terms and conditions for TARS, see Appendix Resale.
- 6.6.2 TARS is offered in **PACIFIC** only.

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

- 7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. A **SPRINT** furnished both Resale Services and Network Elements in one (1) state under this Agreement shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.
- 7.2 If **SPRINT** has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC (that is, **AMERITECH**, **NEVADA**, **PACIFIC**, **SNET** and **SWBT**) where **SPRINT** is doing or has done business as a local service provider, **SPRINT** shall remit an initial cash deposit to **SBC-12STATE** prior to the furnishing of Resale Services or Network Elements in each state under this Agreement. The deposit required by the previous sentence shall be determined as follows:
- 7.2.1 for **NEVADA**, **PACIFIC** and **SWBT**, if immediately prior to the Effective Date, **SPRINT** was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of \$17,000; or
- 7.2.2 for **NEVADA**, **PACIFIC** and **SWBT**, if immediately prior to the Effective Date, **SPRINT** was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

- 7.2.3 for SBC-AMERITECH, subject to external credit check verification and/or financial statement review, SBC-AMERITECH may require two (2) to four (4) months of projected average monthly billings as a deposit.
- 7.2.4 If SPRINT has established a minimum of twelve (12) consecutive months good credit history with all ILEC Affiliates of SBC.(that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) with which SPRINT is doing or has done business as a Local Service Provider, SBC-12STATE shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term . In determining whether SPRINT has established a minimum of twelve (12) consecutive months good credit history with each SBC owned ILEC with which SPRINT is doing or has done business, SPRINT's payment record with each SBC owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.
- 7.3 Any cash deposit for one state shall be held by SBC-12STATE as a guarantee of payment of charges billed to SPRINT, provided, however, SBC-12STATE may exercise its right to credit any cash deposit to SPRINT's account upon the occurrence of any one of the following events:
- 7.3.1 when SBC-12STATE sends SPRINT the second delinquency notification for that state during the most recent twelve (12) months; or
- 7.3.2 when SBC-12STATE suspends SPRINT's ability to process orders in accordance with Section 9.6.1.1; or
- 7.3.3 when SPRINT files for protection under the bankruptcy laws; or
- 7.3.4 when an involuntary petition in bankruptcy is filed against SPRINT and is not dismissed within sixty (60) days; or
- 7.3.5 when this Agreement expires or terminates; or
- 7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC-12STATE shall credit any cash deposit to SPRINT's account so long as SPRINT has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

- 7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to SPRINT's account at the time that the cash deposit is credited to SPRINT's account.
- 7.4 So long as SPRINT maintains timely compliance with its payment obligations, SBC-12STATE will not increase the deposit amount required. If SPRINT fails to maintain timely compliance with its payment obligations, SBC-12STATE reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.
- 7.5 If during the first six (6) months of operations in a state under this Agreement, SPRINT has been sent one delinquency notification letter by SBC-12STATE, the deposit amount for that state shall be re-evaluated based upon SPRINT's actual billing totals and shall be increased if SPRINT's actual billing average:
- 7.5.1 for NEVADA, PACIFIC or SWBT for a two (2) month period exceeds the deposit amount held; or
- 7.5.2 for AMERITECH for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.6 Throughout the Term, any time SPRINT has been sent two (2) delinquency notification letters for any one state by SBC-12STATE, the deposit amount for that state shall be re-evaluated based upon SPRINT's actual billing totals and shall be increased if SPRINT's actual billing average:
- 7.6.1 or NEVADA, PACIFIC or SWBT for a two (2) month period exceeds the deposit amount held; or
- 7.6.2 for AMERITECH for a two (2) to four (4) month period exceeds the deposit amount held.
- 7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to SPRINT for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of SPRINT's CBAs/ESBAs/ASBS ("CBA" is utilized in SWBT only; "ESBA" is utilized in PACIFIC and NEVADA only; "ASBS" is utilized in AMERITECH only) and BANs for Resale Services or Network Elements within that state shall be used to calculate SPRINT's monthly average.
- 7.7.1 In SBC-7STATE only, after calculating the amount equal to the average billing to SPRINT for that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of SPRINT's then-existing End-Users of Resale Services to SBC-7STATE

in the event of **SPRINT**'s disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

- 7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, **SPRINT** shall remit the additional deposit amount to **SBC-12STATE** within thirty (30) calendar days of receipt of written notification from **SBC-12STATE** requiring such deposit. If **SPRINT** fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, **SBC-12STATE** shall begin the process set forth in Section 9 of this Agreement for that state. If **SPRINT** continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then **SBC-12STATE** shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.
- 7.9 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to **SBC-7STATE**. No interest shall be paid by **SBC-7STATE** for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. **SBC-7STATE** may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.
- 7.10 The fact that **SBC-12STATE** holds either a cash deposit or irrevocable bank letter of credit does not relieve **SPRINT** from timely compliance with its payment obligations under this Agreement.
- 7.11 For Deposit requirements for **SNET**, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 8.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) days of each bill date (the "Bill Due Date") and shall be paid in accordance with the terms of Section 8.3 of this Agreement.
- 8.1.2 Remittance in full of all bills rendered by **NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "Bill Due Date".

- 8.1.3 Remittance in full of all bills rendered by **SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “Bill Due Date”.
- 8.1.4 Remittance in full of all bills rendered by **SPRINT** is due within thirty (30) days of each bill date (the “Bill Due Date”).
- 8.1.5 If **SPRINT** fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from **SPRINT** after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date (individually and collectively, “Past Due”), then a late payment charge shall be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than SBC **SWBT**’s CRIS shall comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**’s CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following Bill Due Date until paid. The interest rate applied to CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable intrastate retail Commission-approved tariff governing Late Payment Charges to retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law, The method and timing for application of interest to any charge incurred under this Agreement that is billed out of SBC **SWBT**’s CRIS shall be governed by the **SBC-SWBT** intrastate retail Commission-approved tariff

governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state.

- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts shall accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the 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 shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE**'s intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 **SPRINT** shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. **SPRINT** shall use the CCD+ or the CTX transaction set. **SPRINT** and **SBC-12STATE** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer shall be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** shall not be liable for any delays in receipt of funds or errors in entries caused by **SPRINT** or Third Parties, including **SPRINT**'s financial institution. **SPRINT** is responsible for its own banking fees.
- 8.3.1 **SPRINT** shall make all payments to **SNET** in "immediately available funds." All payments to **SNET** shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the CT-DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If **SPRINT** makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If **SPRINT** makes payment through funds transfer via the ACH network, **SPRINT** shall use the CCD+ or the CTX transaction set. **SPRINT** and **SNET** shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by

SNET no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** shall not be liable for any delays in receipt of funds or errors in entries caused by **SPRINT** or Third Parties, including **SPRINT**'s financial institution. **SPRINT** is responsible for its own banking fees.

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

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

- 8.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.
- 8.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.6 shall be grounds for termination of this Agreement.
- 8.9 If either Party request one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bill provided to **SPRINT** from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13 STATE** will provide **SPRINT** a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable **SPRINT** to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET**, and **SBC-SWBT** will be included in implementation requirements documentation.

- 8.10.2 To establish file transmission for the DUF, **SPRINT** must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Call detail for LEC-carried calls that are alternately billed to **SPRINT** End Users lines provided by **SBC-AMERITECH**, **SBC-SWBT** and **SNET** through Resale or Network Elements will be forwarded to **SPRINT** as rated call detail on the DUF. Unless otherwise specified in Appendix Message Exchange, call detail for LEC carried calls that are alternatively billed to **SPRINT** End User lines provided by **PACIFIC** or **NEVADA** through resale or Network Elements will be forwarded to **SPRINT** as rated call detail on the DUF.
- 8.10.4 **SBC-SWBT** shall bill **SPRINT** for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to **SPRINT**. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.
- 8.10.6 **SBC-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.
- 8.10.7 **SPRINT** 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 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, **SBC-13STATE** will be responsible and accountable for transmitting to **SPRINT** an accurate and current bill.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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

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

9.2 Failure to pay charges may be grounds for disconnection of Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

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

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

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

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

- 9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.
- 9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be “disputed” under Section 10 of this Agreement.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-AMERITECH** only
 - 9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:
 - 9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;
 - 9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;
 - 9.5.1.3 refuse to accept new, or complete pending, orders; and/or
 - 9.5.1.4 discontinue service.
 - 9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party’s exercise of any of the above options:
 - 9.5.2.1 shall not delay or relieve the Non-Paying Party’s obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

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

9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 **SBC-7STATE** only

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall notify **SPRINT** and the Commission in writing that unless all Unpaid Charges are paid within sixteen (16) calendar days following **SPRINT**'s receipt of such notice, the Resale Services furnished to **SPRINT** under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that **SBC-7STATE** shall cause any of **SPRINT**'s End Users provisioned through Resale Services to be defaulted to **SBC-7STATE** local service.

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

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

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

9.6.3 If any Unpaid Charges for Resale Services furnished to **SPRINT** under this Agreement remain unpaid and undisputed forty-five (45) calendar

days past the Bill Due Date of such Unpaid Charges, **SBC-7STATE** shall disconnect such Resale Services and/or Network Elements.

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

9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from **SPRINT** to **SBC-7STATE** as specified in this Section 9.6 shall be billed to **SPRINT**.

9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all End Users transferred through this process.

9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred End Users that because of **SPRINT**'s failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

9.6.5 Within twenty (20) calendar days of transfer, SWBT-KS shall again notify all transferred Resale End Users who have not exercised their option to select a new Local Service Provider that because of **SPRINT**'s failure to pay SWBT-KS, their local service is now being provided by SWBT-KS. SWBT-KS shall also notify the End Users that they have fifteen (15) calendar days remaining to select a local service provider.

9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the End User's service.

9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

- 9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.6.
- 9.6.7 **SBC-7STATE** may discontinue service to **SPRINT** as provided in Section 9.6.3 and shall have no liability to **SPRINT** or **SPRINT**'s End Users in the event of such disconnection or any transfer of End Users to **SBC-7STATE** service in connection with such disconnection.
- 9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such End Users under Applicable Law; provided, however,
- 9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."
- 9.6.9 Once the letter required by Section 9.6.1 has been sent to **SPRINT**, **SBC-7STATE** shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from **SPRINT** until
- 9.6.9.1 All Unpaid Charges are paid, and
- 9.6.9.2 **SPRINT** has furnished **SBC-7STATE** a cash deposit calculated pursuant to the terms and conditions of Section 7.
- 9.7 **SNET** only
- 9.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable DPUC ordered tariff.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

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

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

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

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

10.3.1.2 Informal Dispute Resolution; and

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

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

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a **SPRINT** dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center **SBC-AMERITECH** Service Center; **SBC-7STATE** Local Service Center (LSC); for resolution. In order to resolve a billing dispute, **SPRINT** shall furnish **SBC-7STATE** and **SBC-AMERITECH**, written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that **SPRINT** disputes the billed amount. To be deemed a "dispute" under this Section 10.4, **SPRINT** must provide evidence that it has either paid the disputed amount or

established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute **SPRINT**'s irrevocable and full waiver of its right to dispute the subject charges.

- 10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on **SBC-7STATE** and **SBC-AMERITECH**'s current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided **SPRINT** furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, **SBC-7STATE** and **SBC-AMERITECH** will notify **SPRINT** of the status of the dispute and the expected resolution date.
- 10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that **SPRINT** furnishes all requisite information and evidence under Section 10.4.1), **SBC-7STATE** and **SBC-AMERITECH** **SBC-13STATE** will notify **SPRINT** of the status of the dispute and the expected resolution date.
- 10.4.4 Any notice of Disputed Amounts given by **SBC-7STATE** and **SBC-AMERITECH** **SBC-13STATE** to **SPRINT** pursuant to Section 10.3 shall furnish **SPRINT** written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that SBC disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement (s) thirty (30) to ninety (90) calendar days. If not resolved within thirty (30) calendar days, **SPRINT** will notify **SBC-7STATE** and **SBC-AMERITECH** **SBC-13STATE** of the status of the dispute and the expected resolution date.
- 10.4.5 If the Non-Paying Party is not satisfied by the resolution of the billing dispute under this Section 10.4, the Non-Paying Party may notify the Billing Party in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

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

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

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

10.6.3.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (SBC-SWBT); Chicago, Illinois (SBC-AMERITECH), San Francisco, California (PACIFIC); Reno, Nevada (NEVADA), or New Haven, Connecticut (SNET); as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

10.8 Other Recourse

10.8.1 Subject to Section 15 Performance Measurements and notwithstanding anything to the contrary in this Section 10, either Party may seek immediate remedies available to them at Law or Equity for any service outage, or material service-degrading dispute.

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 ninety (90) days after the start of such audit, unless the Auditing Party gives thirty (30) days advanced written notice to the Audited Party of a request to extend the period of the audit for a specified period of time and the reason for such request. The Audited Party shall not unreasonably withhold consent to such extension. Disputes over such extension requests shall be governed by the Dispute Resolution procedures of this Agreement.

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

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

- 11.1.3. Each audit shall be conducted on the premises of the Audited Party during 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 CPNI of End Users of other than that of the Auditing Party, or Carrier Proprietary Information.
- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after the 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 If any audit confirms any material process flaws that undermine the Audited Party's ability to adhere to or comply with the terms of this Agreement, the Audited Party shall promptly, at its expense, initiate action to rectify such flaws, and shall provide documentation to the Auditing Party as to its intended actions. If either Party believes that the other Party is not acting in good faith, it may seek remedy through the Dispute Resolution provisions set forth in Section 10 above.
- 11.1.7 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.

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

11.2 Audits - SNET only

- 11.2.1 Except as provided in Appendix Compensation, SNET shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by SNET, SPRINT and all other CLECs doing business with SNET under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of SNET's billing and invoicing.
- 11.2.2 SNET will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate SNET employees, books, records and other documents reasonably necessary to perform the audit.
- 11.2.3 SNET shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to SPRINT in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to SNET by SPRINT, the underpayment shall be reflected in SPRINT's invoice for the first full billing cycle after the audit report is issued. SNET will not be entitled to recover interest on any underbilling to SPRINT revealed by the audit for the time preceding the amount appearing on SPRINT's bill from SNET, however, SNET shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and SPRINT 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 SNET.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER **SBC-13STATE** NOR **SPRINT** ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN SUCH 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 willful or inadvertent), 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 **SPRINT** 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 Except for indemnity obligations or as otherwise provided in specific attachments under this Agreement, neither **SPRINT** 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, 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 ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or such Claim made by the Indemnifying Party's End User.
- 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 **negligence** 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 **SPRINT** hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in **SPRINT**'s End User listing information as provided by **SPRINT** to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in **SPRINT**'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 **SPRINT**, 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. It is **SBC-13STATE**'s position that it negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of 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 **negligence**, 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 to the extent such use causes or contributes to cause the loss; 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 **SPRINT** acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with **SPRINT**'s Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol.97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof,

including its right to seek legal review or a stay pending appeal of such decision.

- 14.5.2 **SBC-13STATE** agrees to use its best efforts to obtain for **SPRINT**, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for **SPRINT** to use such unbundled network element in the same manner as **SBC-13STATE**.
- 14.5.3 **SBC-13STATE** shall have no obligations to attempt to obtain for **SPRINT** any Intellectual Property right(s) that would permit **SPRINT** to use any unbundled network element in a different manney than used by **SBC-13STATE**.
- 14.5.4 To the extent not prohibited by a contract with the vendor of the network element sought by **SPRINT** that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to **SPRINT** the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at **SPRINT**'s request, contact the vendor to attempt to obtain permission to reveal additional contract details to **SPRINT**.
- 14.5.5 All costs associated with the extension of Intellectual Property rights to **SPRINT** pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including **SBC-13STATE**.
- 14.5.6 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning **SPRINT**'s (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with **SPRINT**'s use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.6 **SPRINT** 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 **SPRINT**, its agents or subcontractors or **SPRINT**'s End User or resulting from **SPRINT**'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 **SPRINT** in prosecuting a claim against the person causing such damage. **SPRINT** shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

- 14.7 Notwithstanding any other provision in this Agreement, each Party agrees that should it cause any non-standard digital subscriber line ("xDSL") technologies (as that term is defined in the applicable Appendix DSL and/or the applicable commission-ordered tariff, as appropriate) to be deployed or used in connection with or on **SBC-13STATE** facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other Telecommunications Service degradation, or damage to the other Party's ("Indemnitee's") facilities.

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

14.8.4 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. PERFORMANCE MEASURES

- 15.1 Attachment Performance Measure provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of **SBC-13STATE** to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

16. INTELLECTUAL PROPERTY

- 16.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

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	<u>SPRINT</u> CONTACT	<u>SBC-13STATE</u> CONTACT
NAME/TITLE	Vice President State External Affairs	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6450 Sprint Parkway Mailstop KSOPHN0214-2A721	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Overland Park, KS 66251	Dallas, TX 75202-5398
TELEPHONE NUMBER	913-315-9176	214-464-1933
FACSIMILE NUMBER	913-315-9854	214-464-2006
	<u>ADDITIONAL</u> <u>SPRINT</u> CONTACT	
	Paul D. Reed Group Manager	
	6450 Sprint Parkway KSOPHN0212-2A422	
	Overland Park, KS 66251	
	913-315-9130	
	913-315-0752	

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 **SPRINT** 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**, **SPRINT** 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. **SPRINT** 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**, **SPRINT** may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but **SPRINT** is limited to designating a maximum of four (4) recipients (in addition to the **SPRINT** contact designated in Section 17.1) for Accessible Letter notification via United States Postal Service (postage prepaid).
- 17.5 In **SBC-8STATE**, **SPRINT** shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable **SBC-8STATE**'s **SPRINT** Handbook website) to the individual specified on that form to designate in writing each individual (other than the **SPRINT** contact designated in Section 17.1) to whom **SPRINT** requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. **SPRINT** shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any **SPRINT** recipient of Accessible Letters (other than the **SPRINT** 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-SWBT** only:
- 17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to **SPRINT** for the submission of requests for Resale Services and Network Elements under this Agreement; **SPRINT** shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.
- 17.7 **SBC-AMERITECH** only:
- 17.7.1 **SBC-AMERITECH** communicates official information to **SPRINT**'s via its TCNet 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.

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

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by

any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

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

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

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

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

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

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

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

20.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

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

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

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

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

20.6 Return of Proprietary Information

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

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

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

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's

obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

- 20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.
- 20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.
- 20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

- 21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of orders, rules and arbitration decisions by the Commissions, and/or orders and rules of the FCC. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd, 119 S. Ct. 721 (1999) or Ameritech v. FCC, No 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the

Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its rights under this Intervening Law paragraph.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal and/or State 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, and waive any and all objection to any such venue.

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

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

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

24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission. If **SBC-13STATE**, at the request of **SPRINT**, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge **SPRINT** an investigation fee as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "Slamming Investigation Fee."

24.2 Applies to **SNET** only

24.2.1 The Parties agree that neither Party will submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SNET**'s wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

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

25. COMPLIANCE AND CERTIFICATION

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

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

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

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

26. LAW ENFORCEMENT

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

26.1.1 **Intercept Devices**:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service

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

26.1.2. Subpoenas:

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

26.1.3 Emergencies:

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

26.2 **SNET** and **SPRINT** 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 **SPRINT** may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**; provided that **SPRINT** may assign or transfer this Agreement with notice, but without the prior written consent of **SBC-13 STATE**, to any entity that is certified as a Competitive Local Exchange Carrier by Commission or is otherwise authorized by the Commission to provide local exchange services or to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including

the Transferee's 's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement.

29.2 SBC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of SPRINT, provided that SBC-13 STATE may assign or transfer this Agreement with notice, but without the prior consent of SPRINT, to any entity provided that SBC-13 STATE and such assignee or transferee provide SPRINT in advance of any such assignment or transfer, a written warranty that such entity is and shall, for the remainder of the term of this Agreement, be a successor or assign of SBC-13 STATE pursuant to § 252(h)(ii) of the ACT, subject to all the same §§ 251 and 252 obligations as SBC-13 STATE is.

29.3 If during the Term, SBC-13STATE sells, assigns or otherwise transfers any ILEC

Territory or ILEC Assets to a person other than an Affiliate or subsidiary, SBC-13STATE shall provide SPRINT not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, SPRINT acknowledges that SBC-13STATE shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that SPRINT must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

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 will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

32.1.2 listed by any governmental agency as a hazardous substance.

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

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

32.2.2 The presence or Release of any Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law.

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

32.3.1 any Environmental Hazard that **SPRINT**, its contractors or agents introduce to the work location, or

32.3.2 the presence or Release of any Environmental Hazard for which **SPRINT** is responsible under Applicable Law.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any 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. In the event of a Force

Majeure event the affected Party shall perform its obligations hereunder at a performance level no less than that which it uses for its own operations. Notwithstanding the foregoing, **SBC-13 STATE** shall not rely on this section to forego providing service hereunder to **SPRINT** to the extent **SBC-13 STATE** continues to provide Telecommunications Services to **SBC-13STGATE** end users and in the event of such performance delay or failure by **SBC-13STATE**, **SBC-13STATE** agrees, subject to any specific resumption of service obligations set forth in this Agreement or established by applicable law or regulation, to resume performance hereunder in a nondiscriminatory manner and to not favor its own provision of Telecommunications Services to its own similarly situated end users above that of providing services hereunder to **SPRINT** provided however, **SPRINT** acknowledges that **SBC-13STATE** has restoral prioritization procedures which it follows with any outage and will continue to follow upon occurrence of any 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, these 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 and tariffs 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 as reflected in appropriate tariff(s) 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 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 as reflected in appropriate tariff(s) and at its own expense, any Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact

numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

- 36.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality 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 or any connecting carrier's facilities or equipment. Including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon 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 **SPRINT** 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 **SPRINT** will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless **SPRINT** has the authority to exchange traffic with that Third Party.

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, **SPRINT** shall be the primary

point of contact for **SPRINT**'s End Users with respect to the services **SPRINT** provides such End Users.

- 39.4 **SPRINT** acknowledges that **SBC-13STATE** may, upon End User request, provide services directly to such End User similar to those offered to **SPRINT** 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.

41. CONFLICT OF INTEREST

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

42. SURVIVAL

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

43. SCOPE OF AGREEMENT

- 43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

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

44. AMENDMENTS AND MODIFICATIONS

- 44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions.
- 44.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

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

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

46. APPENDICES INCORPORATED BY REFERENCE

46.1 ACCESS TO RIGHTS OF WAY—SECTION 251(b)(4)

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

46.2 INTENTIONALLY LEFT BLANK

46.3 DATABASE ACCESS

- 46.3.1 SBC-13STATE shall provide to SPRINT nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference.

46.4 DIALING PARITY—SECTION 251(b)(3)

- 46.4.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 46.4.2 SBC-12STATE shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

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

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

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

46.7 OTHER SERVICES

46.7.1. 911 and E911 Services

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

46.7.2 Directory Assistance (DA)

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

46.7.3 Operator Services (OS)

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

46.7.4 Signaling System 7 Interconnection

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

46.7.5 Publishing and Directory

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

46.8 RESALE SECTIONS 251(b)(1)

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

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

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

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

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

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

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

46.12 INW

46.13 PRICES

46.14 NIM

46.15 NUMBERING

46.16 PERFORMANCE MEASURES

46.17 CUSTOMER USAGE DATA

46.18 RECIPROCAL COMPENSATION

46.19 xDSL

46.20 800

46.21 BFR

46.22 LIDB SVC

46.23 LIDB-AS

- 46.24 OSS
- 46.25 BILLING, COLLECTING AND REMITTING
- 46.26 DAL
- 46.27 DIRECT
- 46.28 FEATURE GROUP A
- 46.29 RECORDING – FACILITIES BASED

47. AUTHORITY

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

48. COUNTERPARTS

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

49. ENTIRE AGREEMENT

49.1 SBC-12STATE

- 49.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire

agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

49.2 **SNET**

49.2.1 The 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.

**SBC-13STATE Agreement
Signatures**

Sprint Communications Company L.P.

**Pacific Bell Telephone Company d/b/a SBC
Pacific Bell Telephone Company, The Ohio
Bell Telephone Company
By SBC Telecommunications, Inc.,
Its Authorized agent.**

Signature: W. Richard Morris

Signature: Mike Auinbauh

Name: W. Richard Morris
(Print or Type)

Name: Mike Auinbauh

Title: V.P. State External Affairs
(Print or Type)

Title: President - Industry Markets

Date: September 11, 2002

Date: SEP 27 2002

AECN/OCN# 8712
(Facility Based – if applicable)

APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DESCRIPTION

- 2.1 **SBC-12STATE**'s 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). **SBC-12STATE** does not, either through a tariff or contract, provide Resp Org service.

EXCEPTION to 2.1 is as follows: **SNET** does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from **SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.

- 2.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

- 2.3 Access to the Toll Free Calling Database allows **SPRINT** to access **SBC-12STATE**'s 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).
- 2.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.
- 2.5 There are optional features available with 800 service:
- 2.5.1 Designated 10-Digit Translation;
 - 2.5.2 Call Validation; and
 - 2.5.3 Call Handling and Destination.
- 2.6 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, **SBC-12STATE** will deliver the designated 10-digit number.
- 2.7 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
- 2.7.1 Time of Day
 - 2.7.2 Day of Week
 - 2.7.3 Day of Year
 - 2.7.4 Allocation of Traffic by Percentage
 - 2.7.5 NPA-NXX-XXXX
- 2.8 The Six-Digit Master Number List Turnaround feature in **SBC-2STATE** applies when customer identification is performed for Canadian and Caribbean toll free numbers. This feature is billed in lieu of the Basic Toll Free Access Query charge.

- 2.9 In **SBC-SWBT**, the Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

3. GENERAL TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.3 **SPRINT** shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. **SPRINT**'s queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. **SPRINT** acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process queries to its 800 database.
- 3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.
- 3.5 **SPRINT** acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-12STATE**'s CCS/SS7 network and its 800 database. **SPRINT** further agrees that **SBC-12STATE**, at its

sole discretion, may employ certain automatic and/or manual overload controls within SBC-12STATE's CCS/SS7 network to guard against these detrimental effects. SBC-12STATE shall report to SPRINT any instances where overload controls are invoked due to SPRINT's CCS/SS7 network. Any network management controls found necessary to protect Toll Free Calling Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible. Additionally, SPRINT shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

- 3.6 During periods of 800 database system congestion, SBC-12STATE shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of SBC-12STATE's 800 database. The automatic code gapping procedure used by SBC-12STATE shall notify the SPRINT switch of the gap length (how long SPRINT's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell SBC-12STATE's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of SBC-12STATE's 800 database, including SBC-12STATE's own retail operation. SBC-12STATE reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.7 Prior to SBC-12STATE initiating service under this Appendix, SPRINT shall provide an initial forecast of busy hour query volumes. SPRINT shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever SPRINT anticipates a change to existing forecasts. SPRINT shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, SBC-12STATE, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, SBC-12STATE shall notify CLEC. If SPRINT disputes the determination, it may resort to the Dispute Resolution provisions of the General Terms and Conditions.
- 3.8 SPRINT shall from time to time at SBC-12STATE's request, provide additional forecasted information as deemed necessary by SBC-12STATE for network planning in connection with this offering.
- 3.9 SBC-12STATE shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954,

TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE and Pacific Bell PUB L-780023-PB/NB and **SBC-AMERITECH** AM-TR-OAT-000069.

- 3.10 **SPRINT** shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither **SPRINT** nor carrier customers of **SPRINT**, if **SPRINT** is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If **SPRINT** acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, **SPRINT** shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by **SBC-12STATE** after a query to **SBC-12STATE**'s Toll Free Calling Database. **SPRINT** shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 **SPRINT** shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.
- 3.12 **SBC-12STATE** shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for **SPRINT**'s activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. **SPRINT** agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by **SPRINT** will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.
- 3.13 Ordering and Billing Inquiries
- 3.13.1 Ordering and billing inquires for the elements described herein shall be directed the appropriate local service center to:

4. **RATE REGULATIONS**

- 4.1 **SPRINT** shall pay a Local Service Order Request Charge for each **SPRINT** request for service order activity to establish Access to the Toll Free Calling Database in the **SBC-12STATE** region.
- 4.2 The prices at which **SBC-13STATE** agrees to provide **SPRINT** with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.
- 4.3 **SPRINT** shall pay a nonrecurring charge when **SPRINT** establishes or changes a signaling point code. The rates and charges for Signaling Point Code(s) are described in the Appendix SS7. This charge also applies to point code information

provided by **SPRINT** allowing other telecommunications providers to use **SPRINT**'s SS7 signaling network.

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element.

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

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

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

4.5 **SPRINT** shall pay the Basic Toll Free Access query rate for each query received and processed by **SBC-12STATE**'s database. When applicable, the charge for the additional features (Designated 10-Digit Translation, Call Validation, and Call Handling and Destination) are per query and in addition to the Basic Toll Free Access query charge; and shall also be paid by **SPRINT**.

5. **MONTHLY BILLING**

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

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

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

**APPENDIX 800
EXHIBIT I****1. SPECIFICATIONS AND STANDARDS**

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

APPENDIX A PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P.d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.6 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.7 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.8 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 2.9 **“Active Central Office Space”** denotes the existing, central office switch room space, which can be designated for physical collocation, with sufficient

infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.

- 2.10 **“Adjacent Structure”** is a Collocator provided structure at **SBC-13STATE**’s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.11 **“Application Fee”** means the charge assessed by **SBC-13STATE** to process the Collocator’s application for physical collocation requests.
- 2.12 **“Approved Vendor”** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.13 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.
- 2.14 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s Physical Collocation Space in which a Collocator may install its telecommunications equipment.
- 2.15 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.16 **“Collocation Interconnection Power Panel (CIPP)”** is a DC Power panel for Power termination. *Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See also 9.6.5.*
- 2.17 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of Interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).
- 2.18 **“Delivery Date”** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.19 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6 of this Appendix.

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

not exist, then consistent with applicable FCC or state orders and rules, including FCC 00-297.

- 2.28 **“Non Standard Collocation Request (NSCR)”** in SBC-AMERITECH, is a pricing method used for services that are not standard offerings or configurations in this interconnection agreement.
- 2.29 **“Other Central Office Space”** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.30 **“Physical Collocation”** is as defined in Section 4 of this Appendix.
- 2.31 **“Physical Collocation Space”** is the space provided for the Collocator’s physical collocation arrangement located within an SBC-13STATE Eligible Structure.
- 2.32 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the SBC-13STATE responsibility for the provisioning of service ends.
- 2.33 **“Premises”** means SBC-13STATE’s Eligible Structures and all land owned, leased or otherwise controlled by SBC-13STATE that is adjacent to these Eligible Structures.
- 2.34 **“Project Management Fee”** reflects SBC-13STATE’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.35 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the SBC-13STATE’s Eligible Structure.
- 2.36 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE’s Eligible Structures that such an arrangement is technically feasible.
- 2.37 **“Unbundled Network Element (UNE)”** is As Defined in the Act.
- 2.38 **“Unused Space”** is space within SBC-13STATE Premises which is available for collocation (subject to technical feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set

forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by **SBC-13STATE** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **SBC-13STATE**'s Premises.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Physical Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

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

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

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the **SBC-13STATE** build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, upon completion of the **SBC-13STATE** build-out the CLEC will have access to the requested space if the final non-recurring costs have been received. Monthly recurring charges will commence upon completion of the delivery interval.

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

4. GENERAL OFFERINGS

- 4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements (“UNEs”) for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.

4.1.1 Caged Physical Collocation

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

- 4.1.1.2 The Collocator must use a **SBC-13STATE** approved vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such **SBC-13STATE** approved vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation

activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such **SBC-13STATE** approved vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign (emergency 24x7 contact signage) and door key set.

4.1.2 Shared Caged Collocation

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

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

that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

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

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

- 4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary)

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

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

Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

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

4.1.3 Cageless Physical Collocation

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

Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

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

4.1.4 Adjacent Structure Collocation

- 4.1.4.1 When space is legitimately exhausted inside an **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s

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

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

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

4.2 All requests for “**Other Physical Collocation**” arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by

CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after CLEC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If **SBC-13STATE** refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

- 4.3 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.
- 4.4 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.
- 4.5 **SBC-13STATE** shall voluntarily permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **SBC-13STATE** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **SBC-13STATE** shall permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **SBC-13STATE** Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a

connection, even if accepted by **SBC-13STATE**, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

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

5. SPACE AVAILABILITY AND ASSIGNMENT

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

- 5.2 **SBC-13STATE** will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

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

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

- 5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE's** CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.
- 5.5.3 **SBC-13STATE** shall permit a Collocator to submit Physical Collocation Space preferences prior to **SBC-13STATE** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.
- 5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE's** non-discriminatory practices regarding efficient space utilization.
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

- 5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, **SBC-13STATE** and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.
- 5.10 At the request of the Commission or Collocator, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. **SBC-13STATE** shall be permitted to recover the cost of removal and/or relocation of such equipment if **SBC-13STATE** incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).
- 5.11 **SBC-13STATE** may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that **SBC-13STATE** shall not set a maximum space limitation on Collocator unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.
- 5.12 Notwithstanding anything contrary in this Agreement, **SBC-13STATE** maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. **SBC-13STATE** will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. **SBC-13STATE**'s space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the **SBC-13STATE**'s Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within **SBC-13STATE**'s Premises. In addition, **SBC-13STATE** will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

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

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 **SBC-13STATE** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access, or for access to **SBC-13STATE**'s unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) **SBC-13STATE** voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.
- 6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:
- (1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC 13STATE** obtains within its own network or **SBC-13STATE** provides to any Affiliate, subsidiary, or other party.
 - (2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.
- 6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:
- (1) transmission equipment that is optical terminating equipment or a multiplexer
 - (2) Equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
 - (3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.
 - (4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

(5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different CLEC locations.

- 6.4 **SBC-13STATE** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **SBC 13STATE**'s property interests and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. For **SBC-13STATE** to consider whether a request avoids such burden, the CLEC must provide all information needed by **SBC-13STATE** concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. In addition, in order for **SBC-13STATE** to determine whether or not Equipment meets the "necessary" standard, CLEC must provide information establishing how it intends to use the equipment for interconnection with **SBC-13STATE**'s network for the transmission and routing of telephone exchange service and exchange access and/or for access to **SBC-13STATE**'s UNEs for the provision of a Telecommunications Service. For this purpose, CLEC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **SBC-13STATE** UNE or Interconnection with SBC-13STATE and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **SBC-13STATE** will make determinations on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. Moreover, if CLEC seeks to collocate a switch, CLEC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, CLEC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different CLEC locations.
- 6.5 **SBC-13STATE** will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which

defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(2) of the Act.

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

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment

racks and bays, and potential other ancillary equipment or facilities may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** agrees to such placement.

- 6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by **SBC-13STATE** as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.
- 6.9 **SBC-13STATE** will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.
- 6.10 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.11 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.
- 6.12 **SBC-13STATE** will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.
- 6.13 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit

attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

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

7. **PHYSICAL COLLOCATION SPACE CHARGES**

7.1 **Physical Collocation Space**

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

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

Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

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

- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in **SBC-13STATE**'s intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.
- 7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that **SBC-13STATE** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

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

telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

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

9. COLLOCATOR RESPONSIBILITIES

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

following facilities within the Physical Collocation Space in the **SBC-13STATES**:

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

accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently use."

9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of the Collocator's existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **SBC-13STATE**. This does not prohibit **SPRINT** from invoking the Dispute Resolution procedures set forth in this Agreement.

9.8.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.

9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in **SBC-13STATES**.

9.10.1 **SBC-13STATE** TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 **SBC-13STATE**'s most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.

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

10. COOPERATIVE RESPONSIBILITIES

10.1 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.

10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (*e.g.*, **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300Mp. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided based upon to the same requirements as the Collocator.

10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Web-Site.

10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.

- 10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.
- 10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.
- 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.
- 10.5.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.
- 10.5.3 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE**'s standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main

Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

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

- 10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.
- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In **SBC-13STATE**, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event **SBC-13STATE** determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Physical Collocation request.
- 10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Physical Collocation Space to **SBC-13STATE** in the same condition as when **SBC-13STATE** first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by **SBC-13STATE** of facilities, cabling and cages.
- 10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with **SBC-13STATE** to remove the Collocator's equipment from **SBC-13STATE** property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. **SBC-13STATE** is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an **SBC-13STATE** vendor hired by Collocator. Collocator shall indemnify and hold **SBC-13STATE** harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) calendar days of **SBC-13STATE** receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, **SBC-13STATE** has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. **SBC-13STATE** shall have no responsibility for damage done to such removed equipment caused by **SBC-13STATE** or its contractors during the removal process. Collocator will indemnify and hold **SBC-13STATE** harmless for any

damage or claims associated with the removed equipment or other equipment located in the central office damaged if **SBC-13STATE** removes Collocator's equipment. Any equipment not removed in this time frame may be removed by **SBC-13STATE** and stored in a non- **SBC-13STATE** location, at the expense of the Collocator.

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

piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

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

12. DELIVERY INTERVALS

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

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

Table (1)

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

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

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

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

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

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

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

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

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

for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

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

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

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

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

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

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

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

13. SECURITY

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

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

13.1.1 Installing security cameras or other monitoring systems; or

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

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

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

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

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

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

13.2.3 Industrial espionage.

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

14. CASUALTY LOSS

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

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

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

15. REMOVAL OF EQUIPMENT

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

16. LIMITATION OF LIABILITY

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

17. INDEMNIFICATION OF SBC-13STATE

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

18. OSHA STATEMENT

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

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

19. NOTICES

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

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

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

If to Collocator:

W. Richard Morris
V. P. State External Affairs
6450 Sprint Parkway
KSOPHN0214-2A721
Overland Park, KS 66251

Paul D. Reed
Group Manager
6450 Sprint Parkway
KSOPHN0212-2A422
Overland Park, KS 66251

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

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

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

If to Collocator:

W. Richard Morris
V. P. State External Affairs
6450 Sprint Parkway
KSOPHN0214-2A721
Overland Park, KS 66251

Paul D. Reed
Group Manager
6450 Sprint Parkway
KSOPHN0212-2A422
Overland Park, KS 66251

20. INSURANCE

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

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

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.
- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be

customary in respect of comparable situations within the existing **SBC-13STATE** structure.

- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations pace is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

- 21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 21.3 Except as may otherwise be provided:
 - 21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
 - 21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

- 21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.
- 21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.
- 21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.
- 21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:

- 21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 **SBC-13STATE** shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.
- 21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.
- 21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

- 22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any

collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to the CLEC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX B

VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

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

2. DEFINITIONS

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

- 2.8 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in SBC-13 STATE location, for purposes of interconnection with SBC-13STATE or access to Unbundled Network Elements (UNEs).
- 2.9 **“Delivery Date”** is the date, which SBC-13STATE provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.10 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.
- 2.11 **“Eligible Structure”** is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 **“Entrance Fiber Facility”** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the SBC-13STATE designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the SBC-13STATE Eligible Structure, if available.
- 2.13 "Equipment" means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.
- 2.14 **“Fiber Distribution Frame (FDF)”** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.
- 2.15 **“Individual Case Basis (ICB)”** is a pricing method used for services that are standard offerings or configurations in this interconnection agreement.
- .

- 2.16 **“Infrastructure Systems”** - include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.17 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**’s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.18 “Legitimately Exhausted” means that all space in an 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. In making this determination **SBC-13STATE** may reserve space for switching, power, MDF, DCS NS Transport equipment consistent with each states tariff allowance for anticipated growth, where such tariff exists; where such tariff does not exist, then consistent with applicable FCC or state order and rules, including FCC 00-297.
- 2.19 **“Manned Office”** A Central Office where **SBC-13STATE** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.
- 2.20 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations in this interconnection agreement.
- 2.21 **“Project Management Fee”** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.
- 2.22 **“Technically Feasible”** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.
- 2.23 **“Unmanned Office”** Any Central Office which does not meet the definition of Manned Office.

2.24 **“Virtual Collocation”** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

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

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

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

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after the Delivery Date turnover, then

the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

4. GENERAL OFFERINGS

- 4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access, or both pursuant to 47 U.S.C. §251 (c)(2), or for obtaining access to **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96.
- 4.2 In the case of **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.
- 4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

- 4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
- 4.2.1.3 **SBC-13STATE** prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.
- 4.2.1.4 At **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.
- 4.2.2 Virtual Collocation is available at **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.
- 4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.
- 4.2.4 Upon request, **SBC-13STATE** will designate the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's **SBC-13STATE** Approved Vendor. The ground point will be designated by **SBC-13STATE**. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.
 - 4.2.4.1 **SBC-13STATE** standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".
 - 4.2.4.2 **SBC-13STATE** non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".
- 4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

- 4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.
- 4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC-13STATE** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE** will designate the location or locations within its Eligible Structure for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.
- 4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.
- 4.2.8.1 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, **SBC-13STATE** will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.

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

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.
- 6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.
- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into **SBC-13STATE**'s equipment, CLEC's equipment sub-components or piece-parts.
- 6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following

conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.

- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.
- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13STATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.
- 6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-**

13STATE premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

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

then current minimum safety standards when such equipment was placed in the Eligible Structure.

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

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

- 7.1.1 For each Virtual Collocation request, Collocator must submit a separate Virtual Collocation Application with the applicable Application and Project Management Fees including, but not limited to, the following types of requests: (i) a request to virtually collocate equipment in a new Virtual Collocation Space, (ii) a request to Augment, (v) an ICB or NSCR, and (vi) specified revisions to Collocation Applications. A copy of the Virtual Collocation Application may be obtained from the **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.
- 7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.
- 7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained Virtual Collocation therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Virtual Collocation Embedded Base"). To the extent the CLEC's

Virtual Collocation Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered virtual collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Virtual Collocation Embedded Base in such state. For the CLEC's Virtual Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Virtual Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Virtual Collocation Embedded Base in that state.¹ For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled "Virtual Collocation CDOW Rates and Charges" (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

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

7.4 **Payment of Space Preparation** - Prior to any obligation on **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** fifty percent (50%) of the non-recurring charges and eighty-five percent

¹ In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and **SBC-13 STATE** pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and **SBC-13STATE**.

(85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

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

8. USE OF VIRTUAL COLLOCATION SPACE

- 8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.
- 8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."
- 8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.
- 8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over **SBC-13STATE** network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person,

entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

- 8.5 In no case shall Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation Space or the Eligible Structure without the advance written permission or direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

- 9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** UNEs including, without limitation, the following:
- 9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).
 - 9.1.2 All provisioning of virtually collocated equipment.
 - 9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.
 - 9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.
 - 9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.
 - 9.1.6 All training as specified in Section 9.14.
 - 9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

- 9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.
- 9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.
- 9.1.10 Procurement and installation of power cable(s) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'s Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.
- 9.2 The Collocator is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.
 - 9.2.1 Once when beginning the initial equipment installation.
 - 9.2.2 Once during the middle of the equipment installation.
 - 9.2.3 Once at turn-up completion of such equipment installation.
 - 9.2.4 One (1) general visit per calendar year.
 - 9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up.)
 - 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

- 9.3 Collocator's **SBC-13STATE** Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.
- 9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.
- 9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully equip the bay.
- 9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.
- 9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.
- 9.4.4 Collocator will be responsible for capacity management of the equipment placed.
- 9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.
- 9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.
- 9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by **SBC-13STATE** as described in Section 14.
- 9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the

circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

- 9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by **SBC-13STATE** to repair and maintain Collocator's virtually collocated equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.
- 9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.
- 9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.

- 9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:
- 9.12.1 Escalation documentation.
 - 9.12.2 Test and acceptance package as described in the **SBC ILEC's** installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.
 - 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.
 - 9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g., Augments, trouble reports, emergency contact). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.
- 9.14 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:
- 9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

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

- 9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **SBC-13STATE** Approved Vendor must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:
- 10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in TP76200MP and **SBC ILEC's** standards and requirements for equipment and facility installations.
 - 10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** Eligible Structure.
 - 10.1.3 Location and completion of all splicing.
 - 10.1.4 Completion of installation of equipment and facilities.
 - 10.1.5 Removal of above facilities and equipment.
- 10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.
- 10.2.1 **SBC-13STATE** TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

- 10.2.2 **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.
- 10.2.3 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** central offices and may be modified from time to time.
- 10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.
- 10.2.5 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP, and the **SBC-13STATE** TP 76200MP standards are not incorporated herein but are available on the **SBC-13STATE** CLEC ONLINE Web-Site.
- 10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP for equipment and facility installations, and the **SBC-13STATE** TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
- 10.3.2 Notwithstanding Sections 10.3.1, any modification made to address situations potentially harmful to **SBC-13STATE** or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective immediately. **SBC-13STATE** will immediately notify Collocator of any such modification.
- 10.4 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium

to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by **SBC-13STATE** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE** cable facilities and at which space is available for new facilities in at least two of those entry points.

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

10.4.2 **SBC-13STATE** will permit interconnection of copper or coaxial cable only if first approved by the appropriate State Commission, and will permit collocation of microwave transmission equipment along with the microwave entrance facility, except where such collocation is not practical for technical reasons or because of space limitations.

10.5 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

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

- 10.9 Collocator and **SBC-13STATE** are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.
- 10.10 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.
- 10.11 **SBC-13STATE** agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.
- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.
- 10.14 In the event **SBC-13STATE** determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Virtual Collocation Space, but before **SBC-13STATE** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the on-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor;

transportation and any other associated costs. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.

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

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

11. TEST AND ACCEPTANCE

- 11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's **SBC-13STATE** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at **SBC-13STATE** expense.
- 11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

- 11.3 Prior to scheduled turn-up of the virtual collocated equipment, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.
- 11.4 Once the Collocator's equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.
- 11.5 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.
- 11.6 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.7 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.
- 11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

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

Table (1)

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

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) calendar

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

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

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

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

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

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

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

12.5 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above

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

Table (2)

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

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

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

If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery

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

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

13. REPAIR AND MAINTENANCE OF EQUIPMENT

- 13.1 Except in emergency situations, and/or except when **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.

- 13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:
- 13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;
 - 13.2.2 **SBC-13STATE** Eligible Structure's CLLI, circuit identification and/or telephone number;
 - 13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);
 - 13.2.4 A detailed description of the trouble;
 - 13.2.5 The name and telephone number of the Collocator's employee or Center that will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and
 - 13.2.6 The type of the trouble.
- 13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE** is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for damage to Collocator's equipment caused by using **SBC-13STATE** test equipment. **SBC-13STATE** is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.
- 13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid

in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.

- 13.6 The Collocator may request **SBC-13STATE** to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide **SBC-13STATE** with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.
- 13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.
- 13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only be provided on a 7 X 24 basis if the Collocator trains the adequate number of **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:
- 14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hour minimum callout Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m.; Saturday and Sunday; and Unmanned Offices. If the callout exceeds the 4-hour minimum, additional

hours will be charged at the callout rate for the duration of the ticket. A Priority 1 Ticket is issued for the following reasons:

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

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

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

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

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

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

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

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

14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not

supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **SBC-13STATE**'s technician is ready to begin work at a Central Office, **SBC-13STATE** will close out the ticket. Collocator must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

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

15.1.1 The Virtual Collocation Space is rendered non-tenantable in whole or in part, **SBC-13STATE** shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation Space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **SBC-13STATE** Approved Vendor that will attend in the visit.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

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

17. LIMITATION OF LIABILITY

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

18. INDEMNIFICATION OF SBC-13STATE

18.1 Indemnification of SBC-13STATE

18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers

compensation, payroll tax, and any other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **SBC-13STATE** or its employees.

19. NOTICES

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

If to (AR, CA, CT, KS, MO, NV, OK, TX)

**Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080**

If to (IL, IN, MI, OH, WI)

**Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654**

If to Collocator:

**W. Richard Morris
V.P. State External Affairs
6450 Sprint Parkway
KSOPHN0214-2A721
Overland Park, KS 66251**

**Paul D. Reed
Group Manager
6450 Sprint Parkway
KSOPHN0212-2A422
Overland Park, KS 66251**

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

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

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

If to Collocator:

**W. Richard Morris
V.P. State External Affairs
6450 Sprint Parkway
KSOPHN0214-2A721
Overland Park, KS 66251**

Paul D. Reed
Group Manager
6450 Sprint Parkway
KSOPHN0212-2A422
Overland Park, KS 66251

20. INSURANCE

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

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

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

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

21. PROTECTION OF SERVICE AND PROPERTY

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

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and

conditions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX DIRECT

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant database provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Automated Message According (AMA)”** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link - (CPDL)”** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment (DTE)”** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch (DMS 200)”** - DMS performs base call processing functions and supports service capabilities.
- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One (D1)”** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.

- 2.8 **“Electronic White Pages (EWP)”** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System (IVS)”** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position (MP, MPX or MPX-IWS)”** - Operator Workstations.
- 2.11 **“Non-Published Number (NP)”** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center (OSC)”** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-13STATE** DA Operator.
- 2.14 **“Nortel Queue Management System (QMS)”** - Supports up to 255 unique queues on calls to operator positions.
- 2.15 **“Nortel Traffic Operating Position System (TOPS)”** - Performs base call processing functions and support service capabilities.
- 2.16 **“Nortel/IBM Protocol”** – Allows communication between Nortel Switch and IBM database.
- 2.17 **“IBM Platform”** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows **SPRINT** access to **SBC-13STATE**’s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to **SPRINT**’s End User. This service shall allow **SPRINT** to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-13STATE** will provide **SPRINT** nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, **SPRINT** may receive Direct Access from **SBC-13STATE**’s host switches via a **SPRINT** Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type

with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the **SPRINT** switch may provide auto and offer DACC.

4. **RESPONSIBILITIES OF SBC-13STATE**

- 4.1 **SBC-13STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to **SPRINT** for all **SBC-13STATE** listings.
- 4.2 **SBC-13STATE** shall provide DA listings to **SPRINT** from its current DA records and in accordance with **SBC-13STATE**'s methods, practices, and procedures.
- 4.3 **SBC-13STATE** shall provide **SPRINT** access to the same listing information that is available to its own operators.
- 4.4 **SBC-13STATE** shall maintain the same level of system performance for **SPRINT** as it provides to itself.

5. **RESPONSIBILITIES OF SPRINT**

- 5.1 **SPRINT** shall submit requests for Direct Access in writing to **SBC-13STATE**. Requests for Direct Access will be pursuant to the Bona Fide Request (BFR) Process as outlined in the attached procedures. The FCC ruled that OS/DA were not UNEs.
- 5.2 When **SPRINT** utilizes a switch other than those specified in TR-BX.25, **SPRINT** must obtain CPDL/D1 certification of their switch from NORTEL. **SPRINT** shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but **SPRINT** will be responsible for Engineering, Furnish and Installation charges.
 - 5.2.1 **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6. **RESPONSIBILITIES OF BOTH PARTIES**

- 6.1 **SPRINT** providing the circuit between **SPRINT's** office and **SBC-13STATE's** office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by **SPRINT**.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-13STATE**, and **SPRINT**

will reimburse **SBC-13STATE** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. **SPRINT** also agrees to release, defend, indemnify, and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 **SBC-13STATE** shall bill through the appropriate **SBC-13STATE** regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of **SBC-13STATE**. **SPRINT** shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall **SPRINT** authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon **SPRINT's** request, and pursuant to the terms and conditions herein, **SBC-13STATE** will set rates and other appropriate criteria for provision of Direct Access to **SPRINT** pursuant to the BFR process.

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

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

11.2.2.1 **SPRINT** shall pay a monthly recurring charge for Direct Access Database Service that provides for database security and administration and ongoing support.

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, **SPRINT** shall pay a Direct Access Per Search charge for each **SPRINT** subscriber listing search queried from **SBC-13STATE**'s listing database.

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

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

APPENDIX DA

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APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for **SPRINT** provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which **SBC-13STATE** agrees to provide **SPRINT** with Directory Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:
 - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
Consists of providing subscriber listing information (name, address, and published telephone number or an indication of “non-published status”) where available to **SPRINT**’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212, or any subsequent modified dialing code.
 - 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**
A service in which a local or an intraLATA call to the requested number is completed on behalf of **SPRINT**’s End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**
 - 2.1.3.1 **SBC10-STATE/PACIFIC**- A service in which listed telephone information (address and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to SPRINT End Users.
 - 2.1.3.2 **NEVADA/SNET**- NDA is not technically feasible and/or available.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

- 3.1.1 **“Call Branding”** -The procedure of identifying a provider’s name audibly and distinctly to the End User at the beginning of each DA Services call.
- 3.1.2 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.
- 3.1.3 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.
- 3.1.4 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in **SPRINT**’s name based upon the criteria outlined below:
 - 4.1.1 Where **SBC-12STATE** provides **SPRINT** Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the **SPRINT**, the calls will be branded.
 - 4.1.1.1. SNET – Where SNET provides Operator Services (OS) and DA services on behalf of **SPRINT**, **SPRINT** must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where SNET is only providing DA service on behalf of **SPRINT**, **SPRINT**’s calls will be branded.
 - 4.1.2 **SPRINT**’s name used in branding calls may be subject to Commission regulations and should match the name in which **SPRINT** is certified.
 - 4.1.3 **SBC-SWBT/SNET/SBC-AMERITECH** - **SPRINT** will provide written specifications of its company name to be used by **SBC-SWBT/SNET/SBC-AMERITECH** to create **SPRINT** specific branding messages for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).

- 4.1.4 **SPRINT** purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining **SPRINT**'s End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. **SPRINT**'s failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.5 Multiple Brands:
- 4.1.5.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based **SPRINT** if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE**'s LIDB.
- 4.1.6 Branding Load Charges:
- 4.1.6.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of **SPRINT** when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.1.6.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.6.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.6.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of **SPRINT** specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of **SPRINT** when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled

local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. DIRECTORY ASSISTANCE (DA) RATE/REFERENCE INFORMATION

5.1 Where technically feasible and/or available, **SBC-13STATE** will provide **SPRINT** DA Rate/Reference Information based upon the criteria outlined below:

5.1.1 **SPRINT** will furnish DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

5.1.2 **SPRINT** will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

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

5.1.4 When an **SBC-13STATE** Operator receives a rate request from a **SPRINT** End User, **SBC-13STATE** will quote the applicable DA rates as provided by **SPRINT**.

6. RESPONSIBILITIES OF THE PARTIES

6.1 **SPRINT** agrees that due to customer quality and work force schedule issues, **SBC-13STATE** will be the sole provider of DA Services for **SPRINT**'s local serving area(s).

6.2 **SPRINT** will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should **SPRINT** seek to obtain interexchange DA Service from **SBC-13STATE**, **SPRINT** is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 **SPRINT** will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 **SPRINT** will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 **SPRINT** will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 **SPRINT** agrees that **SBC-13STATE** may utilize **SPRINT**'s End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 **SPRINT** further agrees that **SBC-13STATE** can release **SPRINT**'s directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

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

8. PRICING

- 8.1 Pricing for DA Services shall be based on the rates specified in Appendix Pricing. Beyond the specified term of this Agreement, **SBC-13STATE** may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to **SPRINT**.

9. MONTHLY BILLING

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

10. LIABILITY

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

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party. Other than under Sections 5 and 6 of the General Terms and Conditions, the term and expiration of this Appendix shall be governed by the provisions of the General Terms and Conditions, except that neither Party may terminate this Appendix during the first twelve (12) months of the term of this Agreement.
- 11.2 If **SPRINT** terminates this Appendix within the first twelve (12) months of the term of this Agreement, prior to the expiration of the term of this Appendix, **SPRINT** shall pay SWBT, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

(Listings are extracted by WPDC and listed by the Customer Customized Order Below)

[illegible]

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which the Parties agree to license its subscriber listing information applicable to the SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide SPRINT with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, SBC-13STATE will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in SBC-SWBT, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in SBC-AMERITECH (herein after collectively referred to as DAL):
- 2.1.1 SBC-13STATE owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
- 2.1.2 SBC-13STATE uses the directory assistance listing information in its database to provide directory assistance (DA) service to End User who call SBC-13STATE's DA to obtain such information.
- 2.1.3 Inasmuch as SBC-13STATE provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), SBC-13STATE's database also contains directory assistance listing information for other ILEC and SPRINT End Users.
- 2.1.4 To the extent that SBC-13STATE is authorized by the owner of the listing information or is otherwise authorized by the applicable Law, Order, or Regulation to provide such other ILEC and SPRINT DA listing information to SPRINT, it will do so.

- 2.2 SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
- 2.2.1 SBC-13STATE shall license its directory assistance listing information as defined in Exhibit A.
- 2.2.2 SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.
- 2.2.3 SBC-13STATE shall provide directory assistance listing information to SPRINT via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC13-STATE will provide to SPRINT the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.3 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION
- 2.3.1 SPRINT may use the local directory assistance listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to SPRINT's End Users residing in Licensor's service area.
- 2.3.2 Upon termination of the Agreement, SPRINT 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.
- 2.3.3 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 SPRINT'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, SPRINT may verify the listing by matching the caller-provided address with the address in SPRINT's data. SPRINT's data may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. SPRINT can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listing information shall remain the property of SBC-13STATE. SPRINT shall not sublicense, assign, sell or transfer the directory assistance listing information licensed hereunder, nor shall SPRINT authorize any other company or any person to use the directory assistance listing information for any other purpose. SPRINT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures it takes to protect its own listings from unauthorized use), whether by SPRINT, its agents, employees or others.

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

5. LIABILITY

- 5.1 SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to SPRINT. SPRINT 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 SPRINT hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 Except for instances of gross negligence or willful misconduct of SBC-13STATE, SPRINT 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's 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.

SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of SPRINT, in which event SPRINT shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. SPRINT shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

6. TERM OF APPENDIX

- 6.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party. Other than under Sections 5 and 6 of the General Terms and Conditions, the term and expiration of this Appendix shall be governed by the provisions of the General Terms and Conditions, except that neither Party may terminate this Appendix during the first twelve (12) months of the term of this Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

APPENDIX 911

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APPENDIX 911**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from SPRINT’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government

units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

- 2.7 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **SBC-13STATE** RESPONSIBILITIES

3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to **SPRINT** as described this section in a particular Rate Center in which **SPRINT** 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 transport 911 calls from each **SPRINT** point of interconnection (POI) to the SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.3 **SBC-13STATE** will forward the calling party number (ANI) it receives from **SPRINT** and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **SPRINT**, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the **SPRINT**, but no ANI record is found in the E911 DBMS, **SBC-13STATE** will report this "No Record Found" condition to **SPRINT** 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 the **SPRINT**, as specified in the local state tariff. Additionally, when diverse facilities are requested by **SPRINT**, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by **SPRINT**, **SBC-13STATE** shall, in a timely fashion, provide **SPRINT** 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.

3.3.3.1 In SBC-AMERITECH, SBC-AMERITECH will provide SPRINT the boundaries of SBC-AMERITECH rate centers/exchanges, the E911 SR that services the specific SBC-AMERITECH rate centers, and the Default PSAPs associated with each rate center for the purpose of ordering and testing 911 trunks.

3.3.2.2 In SBC-SWBT, SBC-SWBT will provide SPRINT the SBC-SWBT E911 SR that services the specific rate centers, the PSAPs associate with each rate center serviced by the SBC-SWBT SR, and the E911 Authority associated with the PSAPs identified, for the purpose of ordering and testing 911 trunks.

3.3.2.3 In SBC-2STATE, SBC-2STATE will provide SPRINT SBC-2STATE's rate center boundaries and SBC-2STATE's E911 SR that services the specified rate centers for the purpose of ordering and testing 911 trunks.

3.3.4 SBC-13STATE and SPRINT will cooperate to promptly test all trunks and facilities between SPRINT'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 SPRINT's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of SPRINT's End Users served by SPRINT's exchange(s)] in the electronic data processing database for the E911 DBMS. SPRINT 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 SPRINT 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 SPRINT's End User 911 Records in the E911 DBMS. SBC-13STATE will then provide SPRINT an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to SPRINT.

3.4.5 SBC-13STATE shall provide SPRINT with a file containing the Master Street Address Guide (MSAG) for SPRINT's respective exchanges or

communities. The MSAG will be provided on a routine basis but only for those areas where **SPRINT** is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.

3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.4.7 **SBC-13STATE** shall notify **SPRINT** of major changes and upgrades to the E911 network or database management services by Accessible Letter in advance of such changes.

4. **SPRINT RESPONSIBILITIES**

4.1 Call Routing

4.1.1 **SPRINT** 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 **SPRINT** 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 **SPRINT** shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **SPRINT** is authorized to and will provide telephone exchange service.

4.2.2 **SPRINT** acknowledges that its End Users in a single local calling scope may be served by different SRs and **SPRINT** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 **SPRINT** shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **SBC-AMERITECH** only, **SPRINT** is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one

(1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

- 4.2.5 **SPRINT** shall maintain transport capacity sufficient to route traffic over trunks between the **SPRINT** switch and the **SBC-13STATE** SR.
- 4.2.6 **SPRINT** shall provide sufficient trunking and facilities to route **SPRINT**'s originating 911 calls to the designated **SBC-13STATE** 911 SR. **SPRINT** is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 **SPRINT** is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
- 4.2.8 **SPRINT** 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 **SPRINT** shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If **SPRINT**'s traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, **SPRINT** shall request additional circuits from **SBC-13STATE**.
- 4.2.10 **SPRINT** will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between **SPRINT**'s network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. **SPRINT** agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between **SPRINT**'s End Office and all appropriate SR, **SPRINT** or its representatives shall be responsible for providing **SPRINT**'s End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and **SPRINT** shall arrange for the automated input and periodic updating of **SPRINT**'s End User 911 Records.
- 4.3.2 **SPRINT** or its agent shall provide initial and ongoing updates of **SPRINT**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

- 4.3.3 **SPRINT** shall adopt use of a Company ID on all **SPRINT** 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 **SPRINT** is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, **SPRINT** is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.
- 4.3.5 **SPRINT** shall reimburse **SBC-13STATE** for any additional database charges incurred by **SBC-13STATE** for errors in ALI data updates caused by **SPRINT** or its third-party agent.
- 4.3.6 **SPRINT** shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 **SPRINT** is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries **SPRINT** provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated **SBC-13STATE** 911 Selective Router(s).
- 5.2 **SPRINT** is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to **SPRINT**'s demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). **SPRINT** is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to **SPRINT** 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.

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and

applicable 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. 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 **SPRINT**. These specifications shall be documented in Exhibit I, **SPRINT** Serving Area Description and E911 Interconnection Details. **SPRINT** shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to **SPRINT** not later than thirty (30) days prior to the passing of live traffic. Notwithstanding the delayed assignment of NXX's to SPRINT, this shall not preclude SPRINT from submitting the Exhibit 1 form to SBC-SWBT to complete its portion of Exhibit 1.
- 7.3 **SPRINT** must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which **SPRINT**'s End Users are located. **SPRINT** shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of **SPRINT**'s E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of **SPRINT** into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. **SPRINT** must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2, 7.3 and 7.4 hereof.

8. BASIS OF COMPENSATION

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

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to SPRINT, 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 SPRINT until service is restored.
- 9.2 SPRINT'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 SPRINT provides E911 Service to SBC-13STATE, SPRINT 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 SPRINT 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 SPRINT 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 SPRINT's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by SPRINT, 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 SPRINT, 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 SPRINT 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 but 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 negligence, gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 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 as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SPRINT and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The definitions from the General Terms and Conditions are legitimately related to this Appendix.

2. DEFINITIONS

- 2.1 **“Subscriber Access Lines”** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 2.2 **“Feature Group A (FGA) Switched Access Service”** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.
- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

- 2.4 **“The Primary Company”** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.
- 2.5 **“The Primary Office”** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User; and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.
- 2.6 **“The Secondary Company”** denotes the Party with the secondary office(s).
- 2.7 **“The Secondary Office”** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.
- 2.8 **“Access Minutes or Minutes of Use (MOUs)”** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- 2.9 **“Currently Effective Tariff Rate”** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

- 3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.
- 3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month’s compensation cycle, and will not be required to adjust the previous bills retroactively.
- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

- 4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOU) DEVELOPMENT

- 5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

- 5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

- 5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.
- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is

assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

- 6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.
- 6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.
- 6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
 - 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
 - 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
 - 7.2.3 The total compensation due the Secondary Company, by rate element.
 - 7.2.4 The number of terminating MOUs recorded by the Primary Company.
 - 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
 - 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office
Company

Secondary Office Company

CLLI CODE NPA-NXX
ACCESS LINE

CLLI CODE

NPA-NXX

EXHIBIT B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA

APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

- 1.1 If the Parties mutually agree to jointly provide FX Service during the term of this Agreement, the Parties will negotiate in good faith an amendment to the Agreement to address the terms and conditions for such joint offering.

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APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS**1. MERGER CONDITIONS**

- 1.1 For purposes of this Appendix only **SBC-13STATE** is defined as one of the following ILECs as appropriate to the underlying Agreement (without reference to this Appendix) in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company¹, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.2 **SBC-13STATE** will provide to CLEC certain items as set out in the Conditions for FCC Order Approving **SBC/Ameritech** Merger, CC Docket No. 98-141 (FCC Merger Conditions), including certain carrier-to-carrier promotions for use by CLEC to provision local service to residential end user customers on terms and conditions described in the FCC Merger Conditions, an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Commission and other items as specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions.
- 1.4 This Appendix terminates the earlier of (1) the date this Agreement itself terminates without reference to this Appendix or (2) the date **SBC-13STATE** obligations cease under the FCC Merger Conditions.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
 - 2.2.1 the Merger Closing Date is October 8, 1999; and
 - 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

- 3.1 Effective June 6, 2000, this discount is no longer available.

4. OSS: CHANGE MANAGEMENT PROCESS

- 4.1 Upon request by CLEC, within one month of the Merger Closing Date, SBC-13STATE and CLEC shall begin to negotiate along with other interested CLECs a uniform change management process for implementation in the SBC-13STATE Service-Area to the extent required by paragraph 32 of the FCC Merger Conditions. For purposes of this Paragraph, "change management process" means the documented process that SBC-13STATE and the CLECs follow to facilitate communication about OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a 12-month developmental view, release announcements, comments and reply cycles, joint testing processes and regularly scheduled change management meetings. SBC-13STATE will follow the uniform change management process agreed upon with interested CLECs.

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

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, SBC-13STATE hereby eliminates in the SBC-13STATE Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that SBC-13STATE charged CLECs prior to the

Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. ADVANCED SERVICES OSS DISCOUNTS

- 6.1 Effective November 11, 2001, this discount is no longer available in **SBC-12STATE** (Pacific Bell, Nevada Bell, Southwestern Bell, and Ameritech).
- 6.2 **SNET** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.
- 6.3 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SNET's** provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SNET** receives thirty (30) days advance written notice with instructions to terminate loops used to provide Advanced Services or to convert such loops to an available alternative service provided by **SNET** then upon expiration of discounts for loops used to provide Advanced Services, the loops shall automatically convert to an appropriate **SNET** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

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

- 7.1 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 7.2 If CLEC does not qualify for the promotional unbundled Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such

service to an available alternative service provided by **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

9.1 **SBC-13STATE** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable CLEC to provide residential POTS service and residential Basic Rate Interface ISDN service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements used to provide residential POTS service and residential Basic Rate Interface ISDN service and available under FCC Rule 51.319, as in effect on January 24, 1999. When **SBC-13STATE** provides the promotional UNE platform, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect in the existing assembly. Where a new assembly is required, CLEC will pay an additional charge to compensate **SBC-13STATE** for creating such new assembly. The assembly charge will be established pursuant to section 252(d)(1) of the Telecommunications Act by agreement of the parties or by the appropriate state commission. Should CLEC's order require an assembly charge prior to establishment of such charge, **SBC-13STATE** will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an

analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.

- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

- 10.1 In accordance with paragraph 21 of the FCC Merger Conditions **SBC-13STATE** will provide to CLEC at the rates, terms and conditions and for the period of time contained in the FCC Merger Conditions conditioning services for xDSL loops for purposes of CLEC providing Advanced Services (as that term is defined in the FCC Merger Conditions). Such conditioning services will be provided subject to true up as set out in paragraph 21. CLEC will identify to **SBC-13STATE** the rate to be charged subject to true-up not less than 30 days before ordering xDSL loop conditioning to which said rate will apply. During this interim period and subject to true-up, unbundled loops of less than 12,000 feet (based on theoretical loop length) that could be conditioned to meet the minimum requirements defined in the associated **SBC-13STATE** technical publications through the removal of load coils, bridged taps, and/or voice grade repeaters will be conditioned at no charge. Where **SBC-13STATE** identifies conditioning (with associated conditioning charges) that is necessary for an unbundled loop ordered by CLEC to provide Advanced Services, **SBC-13STATE** will obtain CLEC's authorization to perform, and agreement to pay for, each type of conditioning before proceeding with any conditioning work. Consistent with Paragraph 21 of the FCC's Merger Conditions, in states where rates have been approved for the removal of load coils, bridged taps and/or voice-grade repeaters by the state commission in

arbitration, a generic cost proceeding or otherwise, CLEC shall not be entitled to adopt interim conditioning rates under the terms of this Section 10.1.

11. ALTERNATE DISPUTE RESOLUTION

- 11.1 In addition to the foregoing, upon CLEC's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in the FCC Merger Conditions including Attachment D.

12. CONFLICTING CONDITIONS

- 12.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

13. SUSPENSION OF CONDITIONS

- 13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination or order or finding. Thereafter, **SBC-13STATE** 's continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

- 14.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides unbundled interim shared transport, but rather provides unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). The newer unbundled shared transport offering is available through a UNE Appendix that contains the

applicable terms, conditions and rates; Unbundled shared transport is not offered under this Appendix.

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

- 15.1 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional eighteen (18) month installment payment option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services.
- 15.2 **SBC-AMERITECH** will provide, in the states of Ohio and Illinois, a promotional payment plan option to CLECs for the payment of non-recurring charges associated with the purchase of unbundled Network Elements used in the provision of residential services and the resale of services used in the provision of residential services. The promotion is available on the terms and conditions set forth in the Ameritech – Ohio and Illinois Merger Conditions for the period specified therein. Such provision of the promotional payment plan is subject to CLEC's qualification and compliance with the provisions of the Ameritech – Ohio and Illinois Merger Conditions.
- 15.3 **SBC-AMERITECH** agrees to waive, in the states of Illinois and Ohio, the Bona Fide Request ("BFR") initial processing fee associated with a BFR submitted by a CLEC for service to residential customers under the following condition: the CLEC submitting the BFR must have, for the majority of the BFR requests it has submitted to Ameritech Illinois or Ameritech Ohio, as is appropriate, during the preceding 12 months, completed the BFR process, including the payment of any amounts due. The BFR initial processing fee will be waived for a CLEC's first BFR following the Merger Closing Date and for a CLEC that has not submitted a BFR during the preceding 12 months. This BFR fee waiver will be offered for a period of 3 years following the Merger Closing Date.

EXHIBIT E

OSS Discounts, Certificate of Eligibility

[Insert Date]

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear _____

This Certificate of Eligibility for Promotional Discounts (the “Eligibility Certificate”) is delivered to you pursuant to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between our companies as amended to the date hereof (the “Agreement”). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meaning provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION ON A QUARTERLY BASIS]

As a condition to receipt of the promotional provisions set forth in its agreement with **SBC-13 STATE** hereby certifies to **SBC-13STATE** and the Indiana Utility Regulatory Commission that Requesting Carrier is using each of the unbundled loops on which Requesting Carrier has requested and is receiving the OSS discounts provided in Appendix – Merger Conditions to provisions an Advanced Service in compliance with the provisions of Paragraph 18 of the FCC Conditions.

In Witness Whereof [Requesting Carrier] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this _____ day of _____, _____.

[Requesting Carrier]

By: _____

Name Printed: _____

Title: _____

CC: [Insert state commission Recipient]

APPENDIX ITR (Interconnection Trunking Requirements)

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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 SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 This Appendix provides descriptions of the trunking requirements between SPRINT and SBC-13STATE. All references to incoming and outgoing trunk groups are from the perspective of SPRINT. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.4 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.5 Transit traffic is originated by or terminated to the SPRINT End User from or to other networks and not to SBC-13STATE End Users.
- 1.6 “**Network Interconnection Methods**” (NIM) which designates facilities as established by the Parties are contained in Appendix NIM.

2. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 2.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a SPRINT Tandem or End Office switch and an SBC-13STATE Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. SPRINT will have administrative control of one-way trunk groups from SPRINT to SBC-13STATE (SPRINT originating).
- 2.2 Two-way trunk groups for local, IntraLATA and InterLATA can be established between a SPRINT switch and an SBC-13STATE Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency SPRINT 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 7.3.1 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.

2.2.1 **SBC-13STATE** shall not impose any restrictions on **SPRINT**'s ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. To the extent SBC does not currently combine its own InterLATA Toll, IntraLATA Toll, and/or Local Traffic, this should in no way inhibit **SPRINT**'s ability to combine such traffic.

2.2.1.1 **SPRINT** intends to measure and accurately identify InterLATA, IntraLATA and Local traffic on the combined trunk group.

2.2.1.2 When **SPRINT** is not able to measure traffic, the Parties will make a best effort to apportion the traffic among the various jurisdictions, or, in the alternative, **SPRINT** shall provide a percentage of jurisdictional use factors that will be used to apportion traffic.

2.2.1.3 **SBC-13STATE** may audit the development of **SPRINT**'s actual usage or the development of the jurisdictional usage factors, as set forth in the Audit provisions of the General Terms and Conditions of this Agreement.

2.2.1.4 In instances where **SPRINT** combines traffic as set forth in this Section 2.2, it shall not be precluded by **SBC-13STATE** in any way from using existing facilities procured in its capacity as an interexchange carrier. In this circumstance, **SPRINT** will preserve the compensation scheme for each jurisdiction of traffic that is combined. **SPRINT**'s failure to preserve this scheme and compensate **SBC-13STATE** accordingly would constitute a violation of this Agreement.

2.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in the **SBC-AMERITECH** and **SNET**, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.

2.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby

enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.

- 2.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SBC-13STATE agrees to develop a cutover plan and project manage the cutovers with SPRINT participation and agreement.

3. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 3.1 SBC-13STATE deploys in its network Tandems that switch local only traffic (local Tandem SBC-SWBT only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SBC-13STATE deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 3.2 When Tandem trunks are deployed, SPRINT shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SBC-13STATE Tandems on the trunk groups defined below. SBC-13STATE shall route appropriate traffic to SPRINT switches on the trunk groups defined below.
- 3.2.1 When transit traffic through the SBC-13STATE Tandem from SPRINT to another Local Exchange Carrier, SPRINT or wireless carrier requires 24 or more trunks SPRINT shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, SPRINT or wireless carrier, unless the Parties agree otherwise. SPRINT shall route Transit Traffic via SBC-13STATE's Tandem switches, and not at or through any SBC-13STATE End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 6.
- 3.3 While the Parties agree that it is the responsibility of SPRINT to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-13STATE acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to SPRINT and (ii) the date transit traffic volumes exchanged by SPRINT and third-party carrier exceed the volumes specified in Section 3.2.1, SBC-13STATE will provide SPRINT with transit service. SPRINT agrees to use reasonable efforts to

enter into agreements with third-party carriers as soon as possible after the Effective Date.

- 3.4 Direct End Office trunks terminate traffic from a **SPRINT** 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 when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.
- 3.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from **SPRINT** must terminate in the End Office; i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

3.6 Trunk Configuration

3.6.1 Trunk Configuration – **SBC-SWBT**, **SBC-AMERITECH** and **SNET**

- 3.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

3.6.2 Trunk Configuration – **PACIFIC** and **NEVADA**

- 3.6.2.1 When Interconnecting at **PACIFIC/NEVADA**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for LI trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 3.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64K CCC data and voice traffic may be combined on the same B8ZF ESF

facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists **SPRINT** may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, **SPRINT** will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

4. TRUNK GROUPS

- 4.1 The following trunk groups shall used to exchange various types of traffic between **SPRINT** and **SBC-13STATE**.
- 4.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT**.
 - 4.2.1 A two-way local trunk group shall be established between **SPRINT** switch and each **SBC-SWBT** local Tandem in the local exchange area. Inter-Tandem switching is not provided.
 - 4.2.2 Where traffic between a **SPRINT** switch and an **SBC-SWBT** end office switch is sufficient (i.e. 24 or more trunks), a local trunk group shall also be established between a **SPRINT** switch and an **SBC-SWBT** end office switch, as described in Sections 3.4 and 3.5.
 - 4.2.3 A local trunk group shall be established from a **SPRINT** switch to each **SBC-SWBT** End Office in a local exchange area that has no local Tandem.
 - 4.2.4 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.
 - 4.2.5 When **SBC-SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group shall be established from **SPRINT** switch to the **SBC-SWBT** Access Tandem(s).

- 4.2.6 When **SBC-SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.
- 4.2.7 When **SBC-SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each **SBC-SWBT** Tandem.
- 4.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC-AMERITECH**, **PACIFIC**, and **NEVADA**
- 4.3.1 Tandem Trunking - Single Tandem LATAs
- 4.3.1.1 Where **PACIFIC**, **NEVADA**, **SNET**, or **SBC-AMERITECH** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 4.3.2 Tandem Trunking – Multiple Tandem LATAs
- 4.3.2.1 Where **PACIFIC**, **NEVADA**, **SNET**, or **SBC-AMERITECH** has more than one Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **PACIFIC**, **NEVADA**, **SNET** or **SBC-AMERITECH** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 4.3.3 Direct End Office Trunking
- 4.3.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 3.4 and 3.5.
- 4.4 InterLATA (Meet Point) Trunk Group: **SBC-13STATE**
- 4.4.1 InterLATA traffic shall be transported between **SPRINT** switch and the **SBC-13STATE** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. However, as set forth in Section 2.2.1 above, **SBC-13STATE** shall not impose any restrictions on **SPRINT**’s ability to combine local and IntraLATA toll traffic with InterLATA traffic on the same (combined) trunk group. Until such time

as SPRINT combines such traffic, InterLATA trunk group will be established for the transmission and routing of exchange access traffic between SPRINT's End Users and inter exchange carriers via a SBC-13STATE Access Tandem.

- 4.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 4.4.3 When SBC-13STATE has more than one Access Tandem in a local exchange area or LATA, SPRINT shall establish an InterLATA trunk group to each SBC-13STATE Access Tandem where SPRINT has homed its NXX code(s). If the Access Tandems are in two different states, SPRINT shall establish an InterLATA trunk group with one Access Tandem in each state.
- 4.4.4 SPRINT will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 4.4.5 FOR PACIFIC ONLY: SPRINT 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 5.7.3, Tandem Access Sectorization (TAS). SPRINT is not required, however, to home codes by the sector designations. SPRINT also agrees to locate at least one Local Routing Number (LRN) per home Tandem if SPRINT ports any telephone numbers to its network from a community currently homing on that Tandem.
- 4.4.6 SBC-13STATE: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.
- 4.4.7 SBC-13STATE will not block switched access customer traffic delivered to any SBC-13STATE Tandem for completion on SPRINT's network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any SBC-13STATE Access Tandem that SPRINT's switch subtends in each LATA. In no event will SBC-13STATE be required to route such traffic through more than one Tandem for connection to/from switched access customers. SBC-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that SPRINT directs to the switched access customer. SBC-13STATE also agrees to

furnish **SPRINT**, upon request, a list of those IXCs which also Interconnect with **SBC-13STATE**'s Access Tandem(s).

- 4.4.8 **SPRINT** shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by **SPRINT** wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

4.5 **800/(8YY) Traffic: SBC-13STATE**

- 4.5.1 If **SPRINT** chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all **SPRINT** originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and **SPRINT** 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Tandem switch.
- 4.5.2 All originating Toll Free Service (800/8YY) calls for which **SPRINT** 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.
- 4.5.3 **SPRINT** may handle its own 800/8YY database queries from its switch. If so, **SPRINT** will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, **SPRINT** will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the local or intra-LATA trunk group. In such case, **SPRINT** is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, **SPRINT** will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access Tandem. Calls will be routed to **SBC-13 STATE** over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

- 4.5.4 All post-query Toll Free Service (800/8YY) calls for which **SPRINT** performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by **SPRINT** using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

4.6 E911 Trunk Group

- 4.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC offers exchange service. CLEC 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 out-going only and use MF-CAMA signaling or, where available, SS7 signaling. Where the Parties use SS7 signaling and 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. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the POI to the SBC-13STATE E911 switch.
- 4.6.2 **SPRINT** will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between the **SPRINT** network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. **SPRINT** will not turn-up live traffic until successful testing is completed by both Parties.

4.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-13STATE**

- 4.7.1 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 or SS7 signaling (once SBC-13STATE utilizes SS7 signaling for its own operation). 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. **SPRINT** will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 4.7.2 This group shall be sized as follows:

<i>Number of Access Lines Served</i>	<i>Number of Mass Calling Trunks</i>
<i>0 – 10,000</i>	2
<i>10,001 – 20,000</i>	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

4.7.3 If **SPRINT** should acquire a HVCI/Mass Calling customer, i.e. a radio station, **SPRINT** shall notify **SBC-13STATE** of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-13STATE** HVCI/Mass Calling Serving Office to the **SPRINT** customer's serving office and **SBC-13STATE** shall establish this trunk group.

4.7.4 If **SPRINT** finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, **SPRINT** may request a meeting to coordinate with **SBC-13STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that **SPRINT** establishes a new choke NXX, **SPRINT** must notify **SBC-13STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-13STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **SBC-13STATE** Public Response HVCI/Mass Calling Network Access Tandem to **SPRINT**'s choke serving office.

4.7.5 Where **SBC-13STATE** and **SPRINT** both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

4.8 Operator Services/Directory Assistance Trunk Group(s)

4.8.1 If **SBC-13STATE** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for **SPRINT**, **SPRINT** will initiate an ASR for a one-way trunk group from its designated operator services switch to the **SBC-13STATE** OPERATOR SERVICES Tandem utilizing MF signaling. Reciprocally, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to **SPRINT**'s designated operator services switch.

4.8.2 If **SBC-13STATE** agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for **SPRINT** the following trunk groups are required:

4.8.2.1 Directory Assistance (DA):

4.8.2.1.1 **SPRINT** 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 **SPRINT** 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)). **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.2 Directory Assistance Call Completion (DACC):

4.8.2.2.1 **SPRINT** contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

4.8.2.3.1 When **SBC-13STATE**'s operator is under contract to verify the busy status of the **SPRINT** End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to **SPRINT**'s switch. **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.4 Operator Assistance (0+, 0-):

4.8.2.4.1 This service requires a one-way trunk group from the **SPRINT** 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. **SPRINT** will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

4.8.2.5 Digit-Exchange Access Operator Services Signaling:

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

4.8.2.6 OS QUESTIONNAIRE

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

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

5.1 **SPRINT** 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 shall provide this information to **SPRINT**. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

5.2 The semi-annual forecasts shall include:

5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

- 5.2.2 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.
- 5.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 5.3 **SPRINT** 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 **SPRINT** and **SPRINT** 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.
- 5.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.
- 5.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

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

- 6.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%

911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

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

7. **TRUNK SERVICING: SBC-13STATE**

7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **SPRINT** will have administrative control for the purpose of issuing ASR's on two-way trunk groups.

In **SBC-AMERITECH** and **SNET** where one-way trunks are used (as discussed in section 2.3), **SBC-AMERITECH** and **SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to **SPRINT**. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

7.2 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.

7.3 In A Blocking Situation:

7.3.1 In a blocking final situation, a TGSR will be issued by **SBC-13STATE** when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. **SPRINT** will note "Service Affecting" on the ASR.

7.4 Underutilization:

7.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in

unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

- 7.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
 - 7.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**)
 - 7.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
 - 7.4.1.4 If **SBC-13STATE** does not receive an ASR, or if **SPRINT** does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact **SPRINT** to schedule a joint planning discussion. If **SPRINT** 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.
- 7.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 7.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**)
 - 7.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for **SBC-13STATE**'s Switched Access service.

- 7.6 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and **SPRINT** 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.
- 7.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 7.7 **SPRINT** will be responsible for engineering its network on its side of the Point of Interconnection (POI). **SBC-13STATE** will be responsible for engineering its network on its side of the POI.
- 7.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If **SPRINT** is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, **SPRINT** will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If **SPRINT** requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by **SPRINT**. Should **SPRINT** fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.
- 7.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of **SPRINT**.
- 7.10 **TRUNK SERVICING** – **SBC-SWBT** Exceptions:
- 7.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 7.6. Incoming orders will be screened by **SWBT** trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

- 7.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 5.0 using Design Blocking Objectives stated in Section 6.1.

8. TRUNK DATA EXCHANGE: SBC-13STATE

- 8.1 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.
- 8.2 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. NETWORK MANAGEMENT: SBC-13STATE

9.1 Restrictive Controls

- 9.1.1 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. **SPRINT** and **SBC-13 STATE** will immediately notify each other of any protective control action planned or executed.

9.2 Expansive Controls

- 9.2.1 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.

9.3 Mass Calling

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

10. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

10.1 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 as provided in Section 2.9 of the General Terms and Conditions.

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**APPENDIX INW
(Inward Assistance Operator Services)**

1. INTRODUCTION

- 1.4 This Appendix sets forth the terms and conditions for Inward Assistance Operator Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide SPRINT Inward Assistance Operator Services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. SERVICES

- 2.1 Where technically feasible and/or available, SBC-13STATE Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
- 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
- 2.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **“General Assistance”** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”**- A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 It is the responsibility of SPRINT to order the necessary facilities to interconnect with SBC-13STATE's Operator Assistance switches in the various locations throughout SBC-13STATE territory.
- 4.2 Interconnection trunking requirements are described in Appendix ITR.
- 4.3 SPRINT will furnish request for service in writing to SBC-13STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC-13STATE. SPRINT or its designated operator services providers shall submit Access Service Requests (ASRs) to SBC-13STATE to establish any new interconnection trunking arrangements.
- 4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its SPRINT or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.
- 4.5 SBC-12STATE - When utilizing the services of SPRINT Inward Assistance, SBC-12STATE and SPRINT agree that SBC-12STATE will pay SPRINT at the same rate SPRINT compensate SBC-12STATE pursuant to the terms of this Appendix.

EXCEPTION: <u>SNET</u> - When utilizing the services of <u>SPRINT</u> Inward Assistance, <u>SNET</u> and <u>SPRINT</u> agree that compensation will be handled on a separate and unshared basis.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by SPRINT Operators for routing and connecting to the SBC-13STATE Operator assistance switches. These codes are specific to the various SBC-13STATE LATA's where SBC-13STATE Operator assistance switches are located.
- 5.2 SBC-13STATE Operator Services will require a Toll Center Code for the SPRINT Operator Services assistance switch. This code will be the routing code used for connecting the SBC-13STATE Operator to the SPRINT Operator on an Inward basis.
- 5.3 If SPRINT requires establishment of a new Toll Center Code, SPRINT shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 SBC-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in Appendix Pricing. The price set forth in Appendix Pricing is reciprocal and shall be the price SBC-12STATE will pay SPRINT when the SBC-12STATE Operator utilizes the Inward Assistance of SPRINT operator.

EXCEPTION: <u>SNET</u> - Pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in Appendix Pricing.

7. MONTHLY BILLING

- 7.1 SBC-7STATE will render monthly billing statements to SPRINT, and remittance in full will be due within thirty (30) days of receipt. SPRINT will render monthly billing to SBC-7STATE and remittance in full will be due within thirty (30) days of receipt. For more information on billing, see the General Terms and Conditions of this Agreement.

8. LIABILITY

- 8.1 Except for instances of gross negligence, or willful misconduct by -the other Party, the Party using Inward Assistance Operator Services on behalf of its End Users agrees to defend and hold harmless the other Party from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the Party's operator use of Inward Assistance Operator Services on the behalf of the Party's End Users. The Party using Inward Assistance Operator Services on behalf of its End Users shall defend against all end user claims just as if that Party's operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.
- 8.2 Except for instances of negligence, gross negligence, or willful misconduct by a Party, the Party using Inward Assistance Operator Services on behalf of its End Users also agrees to release, defend and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by the other Party's employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of this 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 upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If **SPRINT** terminates this Appendix prior to the expiration of the term of this Appendix, **SPRINT** shall pay **SBC-13STATE**, within thirty (30) calendar days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **SBC-13STATE** pursuant to this Appendix prior to its termination.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 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 as provided in Section 2.9 of General Terms and Conditions.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX MESSAGE EXCHANGE

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**MESSAGE EXCHANGE AND SETTLEMENT OF RATED MESSAGE DETAIL
AND/OR THE SETTLEMENT OF MESSAGE REVENUE FOR RESALE AND
UNBUNDLED SERVICE**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for the exchange record detail and settlement of revenues for call detail messages provided to SPRINT as a result of SPRINT's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. DEFINITIONS:

- 2.1 "555" is an SBC-AMERITECH service by which Providers offer information services for a fee to a SPRINT End-User who dials a number using the "555" prefix.
- 2.2 "900" is a PACIFIC and NEVADA service by which Providers offer audio services for a fee to a SPRINT End-User who dials a number using the "900" prefix.
- 2.3 "976" is an SBC-AMERITECH, PACIFIC and NEVADA service by which Providers offer audio services for a fee to a SPRINT End-User who dials a number using the "976" prefix.
- 2.4 "Abbreviated Dialing" is an SBC-AMERITECH service by which Providers offer information services for a fee to a SPRINT End-User who dials a telephone number with less than seven digits.
- 2.5 "Adjustments" are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 "Ancillary Message Services" available in SBC-AMERITECH, PACIFIC, and NEVADA. Included in SBC-AMERITECH offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. PACIFIC and NEVADA provide 900/976.
- 2.7 "Calling Party Pays Cellular" or "CPP Cellular" is an SBC-AMERITECH service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving

the End-User the option to accept the charges or to end the call without incurring charges.

- 2.8 **“Calling Party Pays Paging”** or **“CPP Paging”** is an **SBC-AMERITECH** service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 **“SPRINT CATS Messages”** means intraLATA Calling Card and third number billed messages billed to a **SPRINT** End-User telephone where the LEC carrying the call is Pacific or any other LEC, and the originating and billed telephone numbers are located in different Telcordia Client Company territories.
- 2.10 **“Provider”** is the entity that offers an **SBC-AMERITECH**, **PACIFIC**, or **NEVADA** Ancillary Message Service to an End-User.
- 2.11 **“Uncollectibles”** are amounts billed to **SPRINT**’s End-Users, which after standard intervals and application of standard collection procedures, are determined by **SPRINT** to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recoured back to the Provider.
- 2.12 **“SPRINT Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the **SPRINT**’s End-User and the originating Party is an End-User of SBC or that of another LEC and both End-Users are located in the same Telcordia Client Company territory.

3. DESCRIPTION OF BILLING SERVICES

- 3.1 **SBC-13STATE** will receive LEC carried ABS messages being billed to **SPRINT** End-User lines as detailed in the General Terms and Conditions of the Agreement to which this Appendix is attached. **SBC-13STATE** shall forward rated messages to **SPRINT** on the Daily Usage File (DUF).
- 3.2 **PACIFIC** and **NEVADA** shall provide revenue settlement for all messages supplied to **SPRINT** on DUF; provided, however, that revenue settlement for **SPRINT** Non-CATS Messages shall only be provided by **PACIFIC** with those LECs with whom **PACIFIC** has executed an Agreement covering the Settlement of Non-CATS Messages. Pacific shall provide **SPRINT** with a list of all such LECs upon request.
- 3.3 **SBC-SWBT**, **SNET**, and **SBC-AMERITECH** shall bill charges to the **SPRINT** Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a **SPRINT** Resale or UNE port End-User account.

- 3.4 As a part of provisioning local service for SPRINT, SBC-13STATE will block End-User access to 900/976 numbers upon specific written request by SPRINT for each separate End User line.
- 3.5 SPRINT shall block End-User access to Ancillary Message Services upon SBC-13STATE's written request.
- 3.6 If blocking is not requested, SBC-13STATE shall record all Ancillary Message Service calls transported by SBC that originate from a SPRINT's End-User's telephone number. SBC shall provide SPRINT with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where SPRINT's switch generates call information, SPRINT will provide SBC-AMERITECH, PACIFIC or NEVADA with call information for each call on a daily basis. SBC-AMERITECH, PACIFIC or NEVADA will rate the call with each Provider's requested rates and return a formatted record to SPRINT. SPRINT shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

- 4.1 SPRINT shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. SPRINT warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than SPRINT uses for the billing of its own local Telecommunication Services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services.
- 4.2 All messages should be billed within 30 days of receipt. SPRINT further agrees that the billing and collection process for messages distributed under this Appendix shall comply with all Applicable Laws.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

- 5.1 SPRINT acknowledges and understands that the amount which a Provider elects to charge those who place calls to an Ancillary Message Service is at Provider's sole discretion.

6. SETTLEMENT ARRANGEMENT AND PAYMENT—PACIFIC AND NEVADA

- 6.1 For messages billed to SPRINT End-Users that PACIFIC or NEVADA forward to SPRINT as set forth in Section 3 above, PACIFIC or NEVADA shall calculate the amount due based on the following formula:

	Rated Value of 900/976 Messages (if applicable)
+	Rated Value of <u>SPRINT</u> CATS and Non-CATS Messages
-	Rejected/Unbillable/Uncollectible Messages
-	<u>SPRINT</u> Billing Charge
+	PACIFIC or NEVADA Settlement Charge
=	Amount Due PACIFIC or NEVADA

6.1.1 As used in Subsection 6.1 above the following terms are defined as set forth below:

6.1.1.1 Rated Value of **SPRINT** CATS Messages and Non-CATS Messages means the total computed charges for **SPRINT** CATS and Non-CATS Messages based on the schedule of rates for the LEC which carried the call. Settlement of Non-CATS Messages is contingent on the conditions set forth in Section 3.2 hereof being satisfied.

6.1.1.2 Rejected Messages means the rated value of **SPRINT** CATS Messages and Non-CATS Messages that failed to pass the edits within **SPRINT**'s system and were returned to **PACIFIC** or **NEVADA** via the daily feed within 10 days of originally being received from **PACIFIC** or **NEVADA**.

6.1.1.3 Unbillable Messages means the rated value of **SPRINT** CATS Messages and Non-CATS Messages that were not billable to a **SPRINT** End-User because of missing information in the billing record or other billing error, not the result of an error by **SPRINT**, that are returned to **PACIFIC** or **NEVADA** via the daily feed within 30 days of originally being received from **PACIFIC** or **NEVADA**.

6.1.1.4 Uncollectible Messages means the rated value of **SPRINT** CATS Messages and Non-CATS Messages billed by **SPRINT** to subscribers that are unpaid, have been debited to final write-off by **SPRINT** and have been returned to **PACIFIC** or **NEVADA** via the daily feed within 20 days of final write-off.

6.1.1.5 **SPRINT** Billing Charge means the **SPRINT** per message billing rate, as set forth in Appendix Pricing under **SPRINT** Billing Rate, times the number of **SPRINT** CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to **SPRINT**.

6.1.1.6 **PACIFIC** or **NEVADA** Settlement Charge means the **PACIFIC** or **NEVADA** per message settlement charge, set forth in Appendix Pricing, times the number of **SPRINT** CATS and Non-CATS Messages forwarded by **PACIFIC** or **NEVADA** to **SPRINT**. Only

SPRINT CATS and Non-CATS Messages for which the Transporting LEC is other than **PACIFIC** or **NEVADA** shall be included in the calculation of the **PACIFIC** or **NEVADA** Settlement Charge.

6.2 Within 30 business days following the end of each calendar month, **PACIFIC** or **NEVADA** shall provide **SPRINT** with:

6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due **PACIFIC** or **NEVADA** as set forth in Section 6.1 and

6.2.2 An Invoice setting forth the Amount Due **PACIFIC** or **NEVADA**.

6.3 **SPRINT** shall have 22 calendar days from receipt of the Invoice to pay the Amount Due ("Invoice Due Date"). Any payment received by **PACIFIC** or **NEVADA** after the Invoice Due Date shall be subject to a Late Payment Charge as detailed in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.4 Disputes over any billed amount shall be handled as set forth in Section 10 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6.5 That portion of the Amount Due **PACIFIC** or **NEVADA**, calculated as set forth in Section 6.1 attributable to LECs for which **PACIFIC** or **NEVADA** is the CMDS Host or LECs with whom **PACIFIC** or **NEVADA** has an Agreement covering the Settlement of Non-CATS messages shall be settled between **PACIFIC** or **NEVADA** and the LECs as set forth in the Appendix **PACIFIC** or **NEVADA** shall provide **SPRINT** with an updated list in writing of all LECs with which **PACIFIC** or **NEVADA** has such Agreements.

6.6 To the extent, but only to the extent, necessary to accurately bill, record, report, and Invoice as required by this Appendix, the Parties grant each other a limited exception to the prohibitions set forth in Section 20 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. SETTLEMENT ARRANGEMENT AND PAYMENT – SBC-AMERITECH

7.1 Ameritech shall pay for the Billing and Collection Services for Ancillary Message Services described herein at the rates set forth in Appendix Pricing as "Ancillary Billing Message Compensation."

7.2 The amount due to **SBC-AMERITECH** under this Appendix shall be the total of all billable charges submitted to **SPRINT** under this Appendix, less:

7.2.1 All charges due **SPRINT** under subsection 7.1;

7.2.2 Amounts declared Uncollectible as provided in subsection 7.5;

7.2.3 Adjustments as provided in subsection 7.4;

7.2.4 Taxes collected from **SPRINT** End-Users.

7.3 **SPRINT** shall provide **SBC-AMERITECH** with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and End-User taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement should be received by **SBC-AMERITECH** on or before the fifth Business Day of every month. Payment of the amount owed to **SBC-AMERITECH** by **SPRINT** as calculated in Section 7.2 hereof is due and shall be paid to **SBC-AMERITECH** on or before thirty (30) calendar days from the date of the monthly statement. Past due amounts shall accrue late charges at the rate set forth in Section 8.1 of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.4 Adjustments

7.4.1 **SPRINT** may remove a disputed charge from an End-User's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is received by **SBC-AMERITECH** within sixty (60) calendar days from the date of the message.

7.5 Uncollectibles

7.5.1 **SPRINT** may recourse to **SBC-AMERITECH** an actual uncollectible amount from an End-User's account, provided that notice of the recourse of the uncollectible amount is given by **SPRINT** to **SBC-AMERITECH** within one hundred twenty (120) calendar days from the date of the message.

7.6 Taxes

7.6.1 Taxes Imposed on Services Performed or Provided by **SPRINT**. **SPRINT** shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties on all services performed or provided by **SPRINT**.

7.6.2 Taxes on Ancillary Message Services. **SPRINT** shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC-AMERITECH** of those taxes. **SBC-AMERITECH** shall notify

SPRINT of this information and pursuant to this Agreement **SPRINT** shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-AMERITECH**. **SPRINT** shall identify the amount of taxes and type of taxes, by Provider. **SBC-AMERITECH** shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other technically feasible methods requested pursuant and subject to the BFR process. One or more of these methods may be used to effect the Interconnection.
- 1.3.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
- 1.4 **SBC-13STATE** shall provide Interconnection for **SPRINT**'s facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.5 The Parties shall effect an Interconnection that is efficient, fair and equitable with either (a) the establishment and use of multiple points of interconnection ("POIs") pursuant to section 2 below, or, at CLEC's election, (b) the establishment and use of a single point of interconnection per LATA, pursuant to section 2.2 below, in which event CLEC shall either, at CLEC's election, (i) bear half the cost of the Affected Facilities, as that term is defined in section 2.4.2 below, or (ii) compensate **SBC-13STATE** for the transport of those calls identified in section 2.4.2 below. 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. At least one POI must be established within the **SBC-13STATE** LATA where the CLEC will serve End Users.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC-SWBT**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. The physical architecture plan will, at a minimum, include the location of **SPRINT**'s switch(es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.
- 2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 This section shall apply if and only if CLEC elects to establish and use multiple POIs as permitted by section 1.5 above.
- 2.3.1 The Parties shall negotiate the POI and the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3.2 The Parties agree to meet as often as necessary to negotiate the number and location of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs in local exchange areas or LATAs include existing facility capacity, location of existing POIs, relative costs, and future capacity needs. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The network interconnection architecture plan will be updated to reflect the addition of new POIs.
- 2.4 This section shall apply if and only if **SPRINT** elects to establish and use a single POI per LATA as permitted by section 1.5 above.
- 2.4.1 **SPRINT** may originate or terminate calls on its side of the POI for delivery to or from a **SBC-13STATE** end user physically located in the same tandem serving area or the same local exchange area as that in which the POI is located. For such calls, **SPRINT** and **SBC-13STATE** shall each be

financially responsible for the facilities, trunking and equipment on its side of the POI. Provided, however, that nothing in this section is in derogation of or otherwise affects either carrier's obligation, if any, to pay Reciprocal Compensation charges or access charges on long distance calling to the other carrier.

- 2.4.2 **SPRINT** may originate or terminate calls on its side of the POI for delivery to or from a **SBC-13STATE** End User physically located in a different tandem serving area and a different local exchange area, or a SWBT End User in a different mandatory local calling area, from that in which the POI is located (hereinafter "long haul calls"). To compensate **SBC-13STATE** for that portion of the delivery of long haul calls on **SBC-13STATE**'s side of the POI that is outside the local exchange area in which the POI is located, **SPRINT** shall bear the cost of the Affected Facilities. "Affected Facilities" means those facilities on which such long haul calls are transported on **SBC-13STATE**'s side of the POI that are outside the local exchange area in which the POI is located. Such cost is calculated as airline miles from the SBC switch in which the trunks are installed to the POI, less 15 miles. The cost of the Affected Facilities shall be assessed at UNE rates. Provided, however, that nothing in this section is in derogation of or otherwise affects either carrier's obligation, if any, to pay Reciprocal Compensation charges or access charges on long distance calling to the other carrier.
- 2.5 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.6 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between SPRINT and SBC-13STATE.
- 2.7 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.8 SPRINT is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.

- 2.9 Subject to the requirements defined in Appendix ITR, in each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the **SPRINT** switch to each **SBC-13STATE SNET, PACIFIC, NEVADA**, and **SBC-AMERITECH** applicable Tandem POI where SPRINT originates or terminates local and/or toll traffic with SBC.
- 2.10 If **SPRINT** has established 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 **SPRINT**.
- 2.11 Technical Interfaces
- 2.11.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.11.2 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 SPRINT will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.11.3 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. **METHODS OF INTERCONNECTION**

3.1 **Physical Collocation Interconnection**

- 3.1.1 When **SPRINT** provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, **SPRINT** may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 **Virtual Collocation Interconnection**

- 3.2.1 When **SPRINT** provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on the **SPRINT**'s behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows **SPRINT** to choose the equipment vendor and does not require that **SPRINT** be Physically Collocated.

3.3 Leased Facility Interconnection (“LFI”)

- 3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.
- 3.3.2 **SBC-13STATE** will allow **SPRINT** to lease the same physical access facilities (*e.g.*, dedicated transport access facilities) to provision trunk groups to carry Local and intraLATA traffic and separate trunk groups to carry interLATA traffic, provided such arrangement is not for the purpose of avoiding access facility charges associated with dedicated transport access facilities. In the above circumstances, access facility rates will still apply regardless of the percentage of Local and intraLATA trunk groups provisioned on those facilities.

3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and **SPRINT** can occur at any mutually agreeable and technically feasible point between **SPRINT**’s premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SBC-SWBT**) or LATA (**SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**).
- 3.4.2 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. Only Interconnection trunking shall be provisioned over this jointly provided facility
- 3.4.3 Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party’s Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. The Parties may share the investment of the fiber as mutually agreed.
- 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 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.
- 3.4.7.1 Design One: **SPRINT**'s fiber cable (four fibers) and **SBC-13STATE**'s fiber cable (four fibers) will be connected at a mutually agreeable and technically feasible mid-point between **SPRINT** and **SBC-13STATE** locations. This interconnection point will be at a mutually agreeable location, with the intent of a 50/50 share in the cost of the facilities. Each Parties' fiber cables will be terminated and then cross connected on a fiber termination panel. **SPRINT** and SBC will provide their own fiber termination panels and will be responsible for terminating and testing their own fibers. Each Party will supply fiber optic equipment at their respective end. The POI will be at the fiber termination panel at the mid-point meet.
- 3.4.7.2 Design Two: **SPRINT** 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 **SPRINT** to deliver fiber optic facilities into that manhole. **SPRINT** will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. **SPRINT** 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.
- 3.4.7.3 Design Three: **SBC-13STATE** will provide fiber cable to a mutually agreed upon manhole towards the last entrance (or **SPRINT** designated) manhole at the **SPRINT** location. **SPRINT** shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole. **SBC-13STATE** will provide a sufficient length of fiber cable for **SPRINT** to pull to a mutually agreed upon point of termination **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense up to the POI. **SPRINT** shall take the fiber from the manhole and terminate it inside **SPRINT**'s office on the FDF at **SPRINT**'s expense. In this case the POI shall be at the **SPRINT** designated manhole location.

- 3.4.7.4 Design Four: Both SPRINT and SBC-13STATE each provide two fibers between their locations to terminate at each parties' FOT. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SBC-13STATE will provide the fibers associated with the working side of the system. SPRINT will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SBC-13STATE location.
- 3.4.8 SPRINT location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SBC-13STATE. This location is SPRINT'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 SPRINT. This location is SBC-13STATE's responsibility to provision and maintain.
- 3.4.10 SBC-13STATE and SPRINT 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 SPRINT 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 below.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an SBC-13STATE area, SPRINT shall provide written notice to SBC-13STATE of the need to establish Interconnection in each local exchange area (SBC-SWBT) or LATA (PACIFIC, NEVADA, SNET, and SBC-AMERITECH). Such request will include (i) SPRINT's Switch address, type of Switch and CLLI code; (ii) SPRINT's requested Interconnection activation date; and (iii) a non-binding forecast of SPRINT's trunking and facilities requirements.

- 4.2 Upon receipt of **SPRINT**'s notice to interconnect, the Parties shall schedule an meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall be entitled to provide written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 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.
- 4.6 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.
- 4.7 Either Party may combine local and intraLATA toll traffic with exchange access traffic on Feature Group B and D exchange access trunks it obtains from the other Party, and report to the other Party the factors necessary for proper billing of such combined traffic.

5. LEASING OF FACILITIES

- 5.1 Should **SBC-13STATE** wish to voluntarily provide **SPRINT** with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should **SBC-13STATE** voluntarily offer Leased Facilities under this section, it (1) will advise the **SPRINT** in writing in advance of the applicable charges for Leased Facilities, and (2) will process the request only if **SPRINT** accepts such charges.

- 5.2 The purpose of this section is to cover both **SPRINT**'s and **SBC-SWBT, PACIFIC** and **NEVADA** leasing of facilities from each other for the purposes of Interconnection. **SBC-AMERITECH** and **SNET** offers leased facilities are from the applicable Access Tariff.
- 5.3 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 5.4 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.
- 5.5 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.
- 5.6 Requests by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requesting Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:
- 5.6.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.
- 5.6.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 5.6.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.
- 5.6.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.
- 5.6.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms & Conditions.

APPENDIX NUMBER PORTABILITY

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**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **SBC-13STATE** agrees to provide **SPRINT** with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

- 2.1 Due to all **NEVADA**, **PACIFIC**, **SBC-AMERITECH** and **SNET** switches being LNP capable, this Section does not apply.
- 2.2 General Terms and Conditions
 - 2.2.1 **SBC-SWBT** and **SPRINT** will provide Interim Number Portability (INP) in accordance with requirements of the Act. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of **SPRINT** or **SBC-SWBT**. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.
- 2.3 Service Provided
 - 2.3.1 **SBC-SWBT** shall provide INP to **SPRINT** only, as described herein.
 - 2.3.2 **SBC-SWBT** shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. **SBC-SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.

2.3.3 **SBC-SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SBC-SWBT** to the End User, unless full payment is made, or an agreement is reached where **SPRINT** agrees to make full payment on the End User's behalf, including any termination amounts due.

2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, **SBC-SWBT** shall make INP service available only from, or to host central offices.

2.4 Obligations of SBC-SWBT

2.4.1 **SBC-SWBT**'s sole responsibility is to comply with the service requests it receives from **SPRINT** and to provide INP in accordance with this Appendix.

2.5 Obligations of SPRINT

2.5.1 **SPRINT** shall coordinate the provision of service with **SBC-SWBT** to assure that **SPRINT**'s switch is capable of accepting INP ported traffic.

2.5.2 **SPRINT** is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. **SPRINT** shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of **SBC-SWBT** or any of its End Users. In the event that **SBC-SWBT** determines in its sole judgment that **SPRINT** will likely impair or is impairing, or interfering with any equipment, facility or service of **SBC-SWBT** or any of its End Users, **SBC-SWBT** may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or **SBC-SWBT**'s tariffs, where applicable.

2.5.3 **SPRINT** shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which **SPRINT** is not presently providing exchange service or terminating to an End User.

2.5.4 Where **SPRINT** chooses to disconnect or terminate any INP service, **SPRINT** shall designate which standard **SBC-SWBT** intercept announcement **SBC-SWBT** shall provide for disconnected number.

2.5.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and

referral equivalent to that which is provided by **SBC-SWBT** to its own End User subscribers has elapsed, the ported telephone number will be released back to **SBC-SWBT**.

2.5.5.1 Formerly ported telephone numbers which revert to **SBC-SWBT** as described above shall be reassigned or provided with a standard **SBC-SWBT** intercept announcement in accordance with **SBC-SWBT**'s standard operating procedures then in effect.

2.5.6 **SPRINT** shall designate to **SBC-SWBT** at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to **SPRINT** assigned telephone numbers:

2.5.6.1 **SPRINT** may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.6 Limitations Of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to **SPRINT**-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by **SPRINT** at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to SPRINT's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The SPRINT-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the SBC-SWBT ported number shall be handled like any other SBC-SWBT call being terminated to that end office and the ported call to SPRINT assigned telephone number in SPRINT switch shall be handled as any local calls between SBC-SWBT and SPRINT.

2.7.1.4 Where facilities exist, SBC-SWBT will provide identification of the originating telephone number, via SS7 signaling, to SPRINT.

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to SPRINT's switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of SPRINT's switching equipment to which SBC-SWBT is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, SPRINT shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per SBC-SWBT switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party \$1.75 per month for each business line and \$1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.9 Pricing

2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to “true-up” INP-related accruals to reflect the final terms of any such order.

2.9.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. **PERMANENT NUMBER PORTABILITY (PNP)**

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

3.2.1 **SBC-12STATE** provides **SPRINT**s the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The **SPRINT**'s STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 **SBC-12STATE** will provide **SPRINT** the use of the **SBC-12STATE** PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of **SBC-12STATE**

3.3.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

3.3.2 **SBC-SWBT** has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, **SBC-SWBT** will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the **SPRINT** (see EXHIBIT 1).

3.3.4 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 **Obligations of SPRINT**

3.4.1 When purchasing the SPNP Database Query, **SPRINT** will access **SBC-12STATE**'s facilities via an SS7 link: **SBC-AMERITECH** - Section 8 of FCC No. 2 Access Service Tariff/**NEVADA** – Section 6 of FCC No. 1 Access Services tariff/**PACIFIC** – Section 6 of FCC No. 128 Access Service tariff/ **SBC-SWBT**- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the **SBC-12STATE** STP.

3.4.2 When purchasing the SPNP Query - Prearranged, **SPRINT** will advise **PACIFIC/NEVADA/SBC-SWBT** of the entry point(s) of queries to the **PACIFIC/NEVADA/SBC-SWBT** network and provide a query forecast for each entry point.

3.4.3 The **SPRINT** is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

3.4.4 After the initial deployment of PNP in a mandated MSA, **SPRINT** shall submit a BFR (see EXHIBIT 1) to request that a **SBC-SWBT** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

3.4.5 When **SPRINT** requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, **SPRINT** shall follow the industry standard LERG procedure.

3.4.6 **SPRINT** shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 **SPRINT** shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.

3.4.8 **SPRINT** shall adhere to **SBC-12STATE**'s reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

- 3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

- 3.6.1 Telephone numbers can be ported only within **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.
- 3.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs.
- 3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

- 3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.
- 3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
- 3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.
- 3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.7.6 If **SPRINT** chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.
- 3.7.7 The **SPRINT** shall be responsible for payment of charges to **SBC-12STATE** for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 3.7.8 The **SPRINT** shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

- 3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff
NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

- 3.8.2 SPRINT agrees not to charge SBC-12STATE, nor any SBC Affiliate, SBC Subsidiary, or SBC-12STATE End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the SPRINT to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

- 4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.
- 4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of SPRINTs to name the switches in which they wanted LRN deployed.
- 4.3 SPRINTs shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.
- 4.4 New requests for INP will not be provided in a SBC-12STATE switch once LRN has been deployed in that switch.
- 4.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. MASS CALLING CODES

5.1 General Terms and Conditions

- 5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SBC-12STATE in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SBC-12STATE will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC-AMERITECH** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.
- 5.2.2 When a **SPRINT** requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a **SPRINT** provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the **SPRINT** central office.

5.3 Obligations of SBC-12STATE

- 5.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the **SPRINT**. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 **SBC-12STATE** will not charge the **SPRINT** for the use of its choke network by the **SPRINT**'s mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of SPRINT

- 5.4.1 **SPRINT** shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.
- 5.4.2 The **SPRINT** shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the **SPRINT**'s serving office. The **SPRINT** shall size this one-way MF trunk group.
- 5.4.3 The **SPRINT** shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 **SPRINT Mass Calling Codes**

5.5.1 Should the **SPRINT** assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the **SPRINT** shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC-AMERITECH** mass calling hub to the **SPRINT**. In order to allow the Parties time to order and install such mass calling trunks, the **SPRINT** shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and **SPRINT** both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 **Limitations of Service**

5.6.1 **SPRINT** shall adhere to **SBC-12STATE**'s reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. **PROVISION OF INP AND PNP BY SPRINT TO SBC-SWBT**

6.1 **SPRINT** shall provide INP and PNP to **SBC-SWBT** under no less favorable terms and conditions as when **SBC-SWBT** provides such services to **SPRINT**.

7. **PROVISION OF PNP BY SPRINT TO PACIFIC/NEVADA/SBC-AMERITECH**

7.1 **SPRINT** shall provide PNP to **PACIFIC/NEVADA/SBC-AMERITECH** under no less favorable terms and conditions as when **PACIFIC/NEVADA/SBC-AMERITECH** provides such services to **SPRINT**.

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

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
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 (**SPRINTs**) 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), **SPRINT** can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-SWBT** 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. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. 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 **SPRINT** to its **SBC-SWBT** 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 **SPRINT** interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to **SPRINT** within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

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.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team (Continued)

- 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 SPRINT 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.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions under which **SBC- 13STATE** will coordinate with respect to NXX assignments.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where **SPRINT** is properly certified by the appropriate regulatory body and intends to provide local exchange service, **SPRINT** shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable **SPRINT** and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically located in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all

times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 **NXX Migration**

2.7.1 Where either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the End User(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 **Test Numbers**

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regression testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.99 of the General Terms and Conditions.

APPENDIX OS

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APPENDIX OS (OPERATOR SERVICES)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:
 - 2.1.1 **Fully Automated Call Processing**

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."

 - 2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.
 - 2.1.1.3 **Operator-Assisted Call Processing**
 - 2.1.1.4 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 **Fully Automated Call Processing** - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 **Fully Automated Calling Card Service.**

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

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

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 **Operator-Assisted Call Processing** - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for **SPRINT**:

3.2.1 **Semi-Automated Calling Card Service.** A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

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

3.2.3 **Semi-Automated Person-To-Person Service.** A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for

assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

- 3.2.4 **Operator Handled Services.** Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 **Line Status Verification.** A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 **Busy Line Interrupt.** A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 **Operator Transfer Service.** A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in **SPRINT**'s name based upon the criteria outlined below:
 - 4.1.1 Where **SBC-13STATE** provides **SPRINT** Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the **SPRINT**, the calls will be branded.
 - 4.1.2 **SPRINT** name used in branding calls may be subject to Commission regulations and should match the name in which **SPRINT** is certified.
 - 4.1.3 **SBC-10STATE** - **SPRINT** will provide written specifications of its company name to be used by **SBC-10STATE** to create **SPRINT** specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.4 **SBC-2STATE** - **SPRINT** will provide recorded announcement(s) of its company name to be used to brand the **SPRINT**'s OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.6 **Multiple Brands**

4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based **SPRINT** if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.

4.1.6.2 **SNET** can support multiple brands for facilities-based **SPRINT**'s on multiple trunk groups.

4.1.7 **Branding Load Charges**

4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of **SPRINT** when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

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

4.1.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

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

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **SBC-13STATE** will provide **SPRINT** OS Rate/Reference Information based upon the criteria outlined below:
- 5.1.1 **SPRINT** will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 5.1.2 **SPRINT** will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of **SPRINT**'s OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the **SPRINT**'s OS Rate or Reference Information.
- 5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a **SPRINT** End User, **SBC-13STATE** will quote the applicable OS rates as provided by **SPRINT**.

6. INTRALATA MESSAGE RATING

- 6.1 **SBC-SWBT** - Upon request, **SPRINT** may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on **SPRINT**'s schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent **SPRINT**'s NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. **SPRINT** must provide **SBC-13STATE** with the correct information to enable the transfer as

required by the OSQ. **SPRINT** will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. **SPRINT** agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 **SPRINT** agrees that due to quality of service and work force schedule issues, **SBC-13STATE** will be the sole provider of OS for **SPRINT**'s local serving area(s).
- 8.2 **SPRINT** will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should **SPRINT** seek to obtain interexchange OS from **SBC-13STATE**, **SPRINT** is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 **SPRINT** will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 **SPRINT** will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 **SPRINT** understands and acknowledges that before live traffic can be passed, **SPRINT** is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 **SBC-13STATE** will provide OS to **SPRINT**'s End Users in accordance with **SBC-13STATE** OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which **SBC-13STATE** agrees to provide **SPRINT** with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, **SBC-13STATE** may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to **SPRINT**.

11. MONTHLY BILLING

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

12. LIABILITY

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

13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If **SPRINT** terminates this Appendix prior to the expiration of the term of this Appendix, **SPRINT** shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual

monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 in the General Terms and Conditions.

APPENDIX OSS-RESALE & UNE

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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 SPRINT 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 the FCC on September 22, 2000 as may be amended from time to time. Additionally, once final and approved, SBC-13STATE will comply with the Business Rules POR. SPRINT may also obtain OSS and Performance Measurements according to any applicable State Commission Rule or Order.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, 12STATE, 8STATE, 7STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 SBC-13STATE has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “LSC” means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.
- 2.2 “LOC” means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.
- 2.3 “Service Bureau Provider” - For purposes of this Agreement, Service Bureau Provider is a company that has been engaged by SPRINT to act as its agent for purposes of accessing SBC-13STATE’s OSS application-to-application interfaces.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of

orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For SBC-13STATE, SPRINT 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, SPRINT 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 the affected OSS functionality during the period of time of the misuse. In addition, SPRINT 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 SPRINT systems, workstations or terminals or by SPRINT employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by SPRINT and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

3.3 Within SBC-13STATE regions, SPRINT's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where SPRINT 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, SPRINT must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to PACIFIC ONLY. For consumer End Users, prior to accessing such information, SPRINT shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, SPRINT shall have obtained an authorization to become the End User's local service provider. Accessing such information by SPRINT shall constitute certification that SPRINT is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. SPRINT shall receive and retain such information in conformance with the

requirements of 47 USC 222 (and implementing FCC decisions thereunder). **SPRINT** agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a consumer End User or governmental entity against **PACIFIC** or **SPRINT** under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by **SPRINT** of this section.

- 3.3.3 Throughout **SBC-13STATE** region, **SPRINT** is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of **SPRINT**'s failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, **SPRINT** agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. **SPRINT** is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, **SPRINT** 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 **SPRINT**. In addition, **SPRINT** agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of **SPRINT** or other third parties against **SBC-13STATE** caused by or related to **SPRINT**'s use of any **SBC-13STATE** OSS.
- 3.5 In the event SBC has good cause to believe that **SPRINT** has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give **SPRINT** written notice describing the alleged misuse ("Notice of Misuse"). **SPRINT** shall immediately refrain from the alleged misuse until such time that **SPRINT** responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event **SPRINT** agrees with SBC's allegation of misuse, **SPRINT** shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event **SPRINT** does not agree that **SPRINT**'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, **SPRINT** shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until **SPRINT** 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 **SPRINT** has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of **SPRINT**'s use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of **SPRINT**'s use of the **SBC-13STATE** OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) days advance written notice of its intent to audit **SPRINT** ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), **SPRINT** shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate **SPRINT** location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC, or any SBC affiliate.
- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and **SPRINT** will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to **SPRINT** 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. **SPRINT** will also provide a single point of contact for technical issues related to the **SPRINT**'s electronic interfaces.
- 3.10 **SBC-13STATE** and **SPRINT** will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of **13-STATE** Change Management Plan, developed in collaboration with **SPRINT**s. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.12 **SBC-13STATE** will and **SPRINT** 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. **SPRINT** and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.13 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 **SPRINT** is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "**SPRINT** 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 **SPRINT** 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 **SPRINT** so that **SPRINT** order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-ordering functions for Resale Services include:**
- 4.2.1 For **SBC-7STATE**, features and services available at a valid service address (as applicable) or, for **SNET**, features will be available based on NPA-NXX;
- 4.2.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for **SBC-12STATE**, pending service order activity is included. **SPRINT** agrees that **SPRINT**'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 **SPRINT**, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
- 4.2.4 Service availability dates to the End User (where available);
- 4.2.5 Information regarding whether dispatch is required;
- 4.2.6 For **SBC-12STATE**, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
- 4.2.7 Service address verification.

4.3 Pre-ordering functions for UNEs include:

- 4.3.1 Features available at an End Office for a valid service address (as applicable);
- 4.3.2 Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for **SBC-12STATE** only, pending service order activity. **SPRINT** agrees that **SPRINT**'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 **SPRINT**, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
- 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
- 4.3.4 For **SBC-12STATE**, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
- 4.3.5 Service address verification; and
- 4.3.6 For **SBC-12STATE**, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
- 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **SBC-SWBT Resale Services Pre-order System Availability: SBC-SWBT will provide SPRINT access to one or more of the following systems:**

4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC-SWBT** provides **SPRINT** access to the functions of pre-ordering to order **SBC-SWBT** consumer Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC-SWBT** provides **SPRINT** access to the functions of pre-ordering to order **SBC-SWBT** business Resale services.

4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability: PACIFIC will provide SPRINT access to the following system:**

4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **PACIFIC** Resale service.

4.4.3 **SNET Resale Service Pre-Order System Availability:**

4.4.3.1 **SNET** will provide **SPRINT** access to the following applications through its proprietary W-CIWin interface.

4.4.3.2 W-SNAP is an order entry application through which **SNET** provides **SPRINT** access to pre-ordering functionality embedded in the ordering tool.

4.4.3.3 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.4 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability: SNET will provide SPRINT access to its MSAP:**

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability: SBC-AMERITECH will provide SPRINT access to the following system:**

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.4.6 **Resale and UNE Pre-order System Availability:** **SBC-7STATE** will provide **SPRINT** access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which **SBC-7STATE** provides **SPRINT** access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once **SPRINT** has developed its own interface, allow **SPRINT** to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by **SBC-7STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the **SPRINT**'s own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a **SPRINT** interface developed by **SBC-7STATE** that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.5 **Other Pre-order Function Availability:**

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

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting **SPRINT**s with an alternate method of acquiring that pre-ordering information considered relatively static. For **SBC-SWBT**, **PACIFIC**, and **NEVADA**, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For **SBC-AMERITECH**, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support **SPRINT** provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, **SPRINT** 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 **SPRINT** access to one or more of the following systems or interfaces:

5.2 Resale Service Order Request System Availability:

5.2.1 In **SBC-SWBT**:

5.2.1.1 C-EASE is available for the ordering of consumer Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides **SPRINT**s with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by **SPRINT**. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If **SPRINT** chooses to use SORD to issue orders, then **SPRINT** becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by **SPRINT**. **SPRINT** may need to call the LSC to obtain additional information. **SPRINT** may also choose to clear service order errors, even though **SPRINT** is not initiating service orders via SORD. **SPRINT** would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In **NEVADA** only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In **PACIFIC** only:

5.2.3.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.2 SORD system supports the ordering of all Resale Services.

5.2.4 In **SNET**, Resale ordering is supported by W-CIWin (**SNET**'s proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 **SBC-13STATE** makes available to **SPRINT** an Electronic Data Interchange (EDI) interface for transmission of **SBC-13STATE** ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, **SPRINT** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, **SPRINT** and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For SBC-SWBT and PACIFIC regions, SORD interface provides SPRINT's with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For SBC-SWBT region, SORD interface supports the modification of service orders submitted electronically by SPRINT. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If SPRINT chooses to use SORD to issue orders, then SPRINT becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically

generated service orders created or modified by SPRINT. SPRINT may need to call the LSC to obtain additional information. SPRINT may also choose to clear service order errors, even though SPRINT is not initiating service orders via SORD. SPRINT would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In PACIFIC region, any service order errors will be corrected by the LSC. SPRINT will be given a list generated by the LSC of SPRINT order errors, and SPRINT will be responsible for contacting their customer when necessary to clear an error. With SPRINT being the point of contact for their customer, the SPRINT agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, SPRINT and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.

5.3.4 For SBC-SWBT and PACIFIC, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

5.4 Provisioning for Resale Services and UNE in SBC-SWBT: SBC-SWBT will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow SPRINT to check service order status. Order Status and Provisioning Order Status are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, SBC-SWBT will provide, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SBC-SWBT will provide SPRINT with a FOC for each Resale service and UNE request.

5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

- 5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
- 5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
- 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if SPRINT fails to correct service order errors within the timeframes specified in this Section 5.4.3.
- 5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.
- 5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for SPRINT.
- 5.5 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders is provided via the following electronic interfaces:
 - 5.5.1 In PACIFIC and NEVADA regions, Order Status (OS) will allow SPRINT to check service order status for End User basic services (resale, UNE and LNP). Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). Order Status and Provisioning Order Status are both accessible via PACIFIC and NEVADA Toolbar.
 - 5.5.2 For EDI ordering, PACIFIC shall provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide SPRINT with a FOC for each Resale service and UNE request.
 - 5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.6 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-AMERITECH and SNET will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.6.1 For EDI ordering, SBC-AMERITECH and SNET provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide SPRINT with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, SPRINT may access these functions via the following methods:
- 6.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides SPRINT with SBC-7STATE software that allows SPRINT to submit trouble reports and subsequently check status on trouble reports for SPRINT End-Users. TA will provide the ability to review the maintenance history of a converted Resale SPRINT account. TA is accessible via SBC-7STATE Toolbar.
- 6.1.2 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows SPRINT to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
- 6.1.3 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
- 6.1.4 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by SPRINT and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. SPRINT and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 SBC-7STATE will bill SPRINT for Resold services and UNEs. SBC-7STATE will send associated billing information to SPRINT as necessary to allow SPRINT to perform billing functions. At minimum SBC-7STATE will provide SPRINT billing

information in a paper format or via magnetic tape, as agreed to between SPRINT and SBC-7STATE.

- 7.1.1 For Resale Services in PACIFIC, SPRINT may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.1.2 For Resale Services in SBC-AMERITECH, SPRINT may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In SBC-SWBT, SPRINT may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
 - 7.2.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 7.2.3 In SBC-7STATE, SPRINT may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.4 In SBC-13STATE, SPRINT may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format
 - 7.2.5 In SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when SPRINT's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
 - 7.2.6 In SNET, SPRINT may receive a Billing Detail File on cartridge or magnetic tape.
 - 7.2.7 In SBC-AMERITECH, SPRINT may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
 - 7.3.1 SBC-8STATE makes available to SPRINTs 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 SPRINT's paper bill. SBC-AMERITECH also makes available to SPRINT's a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

- 7.3.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
- 7.3.3 In SBC-13STATE, SPRINT's will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) electronically that indicate when SPRINT's End Users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 SPRINT must access OSS interfaces via a SPRINT Remote Access Facility. For the SBC-SWBT region, the LRAF located in Dallas, Texas will be used. The PRAF in Fairfield, CA handles the PACIFIC and NEVADA regions. The ARAF, located in Chicago, IL, serves SBC-AMERITECH and the SRAF in New Haven, CT, handles the SNET region. Connection to these Remote Access Facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. SPRINT may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where SPRINT has executed an Appendix OSS.
- 8.2 For SBC-13STATE, SPRINT may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," SPRINT 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 SPRINT to provide its own modems and connection to the SBC-SWBT LRAF, PACIFIC PRAF, AMERITECH ARAF, and SNET SRAF. SPRINT shall pay the cost of the call if Switched Access is used.
- 8.3 For SBC-13STATE, SPRINT 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. SPRINT shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT, PACIFIC, NEVADA, AMERITECH, OR SNET OSS on SPRINT's behalf. SPRINT 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, SPRINT shall attend and participate in implementation meetings to discuss SPRINT LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. Data Connection Security Requirements

- 9.1 SPRINT agrees that interconnection of SPRINT data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's Competitive Local Exchange Carrier (SPRINT) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between SPRINT and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide

uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the SPRINT 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 SPRINT equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (SPRINT) 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 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, SPRINT or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, SPRINT 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 SPRINT 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 in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or 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.

10.2 Prior to live system usage, SPRINT 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 SPRINT website in the Customer Education section. SPRINT Training schedules by region are also available on the SPRINT website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable SPRINT to devise its own course work for its own employees. Charges as specified below will apply for each class:

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

10.3 A separate agreement will be required as a commitment to pay for a specific number of SPRINT students in each class. SPRINT agrees that charges will be billed by SBC-13STATE and SPRINT payment is due thirty (30) days following the bill date. SPRINT agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which SPRINT has not contracted. Class availability is first-come, first served with priority given to SPRINT's who have not yet attended the specific class.

- 10.4 Class dates will be based upon SBC-13STATE availability and will be coordinated among SPRINT, SPRINT's SBC-13STATE Account Manager, and SBC-13STATE Industry Markets CLEC Training Product Management.
- 10.5 SPRINT agrees to pay the cancellation fee of the full price noted in the separate agreement if SPRINT cancels scheduled classes less than two (2) weeks prior to the scheduled start date. SPRINT agrees to provide to SBC-13STATE completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 SPRINT agrees that SPRINT personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SBC-13STATE system are strictly prohibited.
- 10.7 SPRINT further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-13STATE's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

- 11.1 For SBC-SWBT region only, SPRINT requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For SBC-7STATE, SPRINT requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 11.3 For SBC-7STATE, SPRINT requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 11.4 For SBC-13STATE, should SPRINT request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.
- 11.5 SNET will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 12.1 SBC-13STATE shall allow SPRINT to access its OSS via a Service Bureau Provider under the following terms and conditions:

- 12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, SPRINT shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:
- 12.2.1 SPRINT shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where SPRINT has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC-13STATE to Allow Service Bureau Provider to establish access to and use of SBC-13STATE's OSS.
- 12.2.2 SPRINT's use of a Service Bureau Provider shall not relieve SPRINT of the obligation to abide by all terms and conditions of this Agreement. SPRINT must ensure that its agent properly performs all OSS obligations of SPRINT under this Agreement, which SPRINT delegates to Service Bureau Provider.
- 12.2.3 It shall be the obligation of SPRINT 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 SPRINT provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from SPRINT that it has terminated its agency relationship with a Service Bureau Provider.
- 12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as SPRINT's agent for connection to SBC-13STATE's OSS) which could not be avoided by SBC-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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 as provided in Section 2.9 of the General Terms and Conditions.

**APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between SBC-13STATE and SPRINT, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 This Appendix is intended to supercede and replace any and all Appendices, Attachments, Rate Schedules, or other sections of the underlying Interconnection Agreement that set forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between SBC-13STATE and SPRINT. Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix also governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between SBC-13STATE and SPRINT in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

2. SBC-13STATE DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

- 2.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between SPRINT and SBC-13STATE will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 Reciprocal compensation applies for transport and termination of Local Calls. "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC-13STATE Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area.
- 3.3 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as order in FCC 01-131, the Parties agree that "Local Calls" and "ISP bound calls within the local calling area will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
- a. both physically located in the same SBC-13STATE Local Exchange Area as defined by the SBC-13STATE Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring SBC-13STATE Local Exchange Areas, or within an SBC-13STATE exchange and an Independent LEC exchange, that share a 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.
- 3.4 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.
- 3.5 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical

switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In **SNET**, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

- 3.6 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (*i.e.*, each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.7 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic, and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 3.8 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.9 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.10 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call originated by one Party being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Unless otherwise agreed by the Parties, where SS7 connections exist for calls originated by one Party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for that month. Unless otherwise agreed by the Parties, if the percentage of calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will provide written notice that the CPN percentage has fallen below the acceptable 90%. The noticed Party will then have the succeeding month to correct the issue. If the percentage of calls in the third month are still below the acceptable 90%, all calls passed without CPN will be billed as intraLATA switched access.
- 4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing.
- 5.3 Tandem Serving Rate Elements:
 - 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
 - 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
 - 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary

to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

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

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between **SBC-13STATE** and **SPRINT** in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that Section 5. above does not apply, and that the underlying Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including

but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

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

7. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

- 7.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. **SPRINT** and **SWBT-OK, SWBT-KS, SWBT-AR, and SWBT-TX** 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.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. MCA TRAFFIC -- SWBT-MO

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

- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If **SPRINT** provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9. TRANSIT TRAFFIC COMPENSATION

- 9.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an **SBC-13STATE** network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do not originate with (or terminate to) the transit Party's End User. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SWBT-MO**. The rates that **SBC-13STATE** shall charge for transiting **SPRINT** traffic are outlined in Appendix Pricing.
- 9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

- 9.3 SPRINT shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-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.
- 9.5 SPRINT will establish sufficient direct trunk groups between SPRINT and a Third Party's network when SPRINT's traffic volumes to said Third Party require twenty-four (24) or more trunks.
- 10. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX**
- 10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a SBC-SWBT one-way or two-way optional exchange and the other End User is within the SWBT-KS, SWBT-AR, and/or SWBT-TX local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all SWBT-MO, SWBT-KS, SWBT-AR, and SWBT-TX exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.
- 11. INTRALATA 800 TRAFFIC**
- 11.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

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

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

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.
- 12.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, **SPRINT** is the Initial Billing Company (IBC) and **SBC-13STATE** is the Subsequent Billing Company.
- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.
- 12.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party

is an IXC or ESP. When SBC-13STATE performs 800 database queries, SBC-13STATE will charge the end office provider for the database query in accordance with standard industry practices.

- 12.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 12.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. SBC-13STATE acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At SPRINT's request, SBC-13STATE will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 SBC-13STATE and SPRINT agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 12.10 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

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

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15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET and SWBT

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, SNET, and SWBT each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
- 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
- 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination. Percent Local Usage may not be required for the SWBT region.
- 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a

subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the “ISP Compensation Order.”) The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the SBC-13STATE's option to invoke on a date specified by SBC-13STATE the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.
- 16.2 SBC-13STATE agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the SBC-13STATE designates that the FCC's ISP terminating compensation plan shall begin in this state. SPRINT agrees that on the date designated by SBC-13STATE, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.
- 16.3 SBC-13STATE and SPRINT agree to carry out the FCC terminating compensation plan on the date designated by SBC-13STATE without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.
- 16.4 Should a regulatory agency, court or legislature change or nullify 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, SPRINT and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 16.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.
- 16.6 Because of the possibilities in section 16.5, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, **SPRINT**, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.
- 16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.
- 16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.
- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between **SBC-13STATE** and **SPRINT**, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC-13STATE will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. DEFINITIONS

- 2.1 **“Access Usage Record (AUR)”** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 **“Centralized Message Distribution System (CMDS)”** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC-13STATE and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by SBC-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Record (EMR)”** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to 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.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for **SPRINT** 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 **SPRINT**.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to **SPRINT**.
- 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 **SPRINT** in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive

and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

- 3.8 In **Exhibit II**, SPRINT will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC-13STATE reserves the right to limit the frequency of transmission to existing SBC-13STATE processing and work schedules, holidays, etc.
- 3.9 SBC-13STATE will determine the number data files required to provide the access usage record detail to SPRINT..
- 3.10 Recorded billable message detail and/or access usage record detail previously provided SPRINT and lost or destroyed through no fault of SBC-13STATE will not be recovered and made available to SPRINT except on an individual case basis at a cost determined by SBC-13STATE.
- 3.11 When SBC-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by SPRINT, SBC-13STATE will forward those messages to SPRINT..
- 3.12 SBC-13STATE will record the applicable detail necessary to generate access usage records and forward them to SPRINT for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 SBC-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by SPRINT in accordance with this agreement on a reciprocal, no-charge basis. SPRINT agrees to provide any and all Summary Usage Records (SURs) required by SBC-13STATE on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SBC-13STATE is notified that, due to error or omission, incomplete data has been provided to SPRINT, SBC-13STATE will make reasonable efforts to locate

and/or recover the data and provide it to **SPRINT** at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to **SPRINT**.. If written notification is not received within thirty (30) calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to **SPRINT**.

- 5.3 If, despite timely notification by **SPRINT**, message detail is lost and unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SBC-13STATE** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SBC-13STATE**'s liability to **SPRINT** shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 **SBC-13STATE** will not be liable for any costs incurred by **SPRINT** when **SPRINT** is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.
- 5.5 **SPRINT** agrees to defend, indemnify, and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by **SPRINT**, its customers or end users. Except for **SBC-13STATE**'s sole negligence, **SPRINT** shall defend against all End Users' claims just as if **SPRINT** had provided such service to its End Users with its own employees.
- 5.6 **SPRINT** also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 **SPRINT** also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally,

SBC-13STATE assumes no responsibility with regard to the correctness of the data supplied by **SPRINT** when this data is accessed and used by a third party.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

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 SPRINT end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to SPRINT.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from SPRINT end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to SPRINT..

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

Option #4: SPRINT Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for SPRINT.. 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 SPRINT..

Option #5: SPRINT Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for SPRINT.. 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 SPRINT.

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 SPRINT 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 SPRINT..

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for SPRINT.. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to SPRINT..

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for SPRINT. SPRINT 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 SPRINT.

Option 12: Recording Company provides tandem function for SPRINT. SPRINT 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 SPRINT.

Option 13: Recording Company provides tandem function for SPRINT. SPRINT 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 SPRINT.

Option 14: Recording Company provides tandem function for SPRINT. SPRINT 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 SPRINT.

Option 15: Recording Company provides tandem function for SPRINT. SPRINT 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 SPRINT.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to **SPRINT** generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. **SPRINT** forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **13STATE**'s internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II**INVOICE DESIGNATION**Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

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

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

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

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

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 The prices at which SBC agrees to provide **SPRINT** with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions and any other applicable limitation or restriction that has been approved subject to 3.1 below. **SPRINT** may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
 - 2.1.1 This section applies only to **SWBT-KS**:
 - 2.1.1.1 **SPRINT** shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from **SPRINT**.
- 2.2 **SBC-13STATE** will offer products and services to **SPRINT** for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by **SBC-13STATE** to **SPRINT** for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available per appropriate state specific tariff to **SPRINT** for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.
- 2.5 Intentionally left blank

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by SBC-13STATE to SBC-13STATE's End Users through tariff(s), the rules and regulations associated with SBC-13STATE's retail tariff(s) shall apply when the services are resold by SPRINT, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by SBC-13STATE to its End Users. Sprint does not waive and, by executing this Agreement, is not estopped from arguing, before an appropriate forum, that any such resale restriction contained in SBC-13STATE end user tariffs, but not specifically and explicitly set forth herein as to a particular Telecommunications Service, is unreasonable, contrary to applicable law, and should not apply.
- 3.2 SPRINT shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding SBC-13STATE retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in SBC-13STATE's corresponding retail tariff(s), SPRINT shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to SWBT-TX:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, SWBT-TX will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 SPRINT shall only resell services furnished under this Appendix to the same category of End User(s) to whom SBC-13STATE offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 SPRINT may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent SPRINT resells services that require certification on the part of the End User, SPRINT shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by SBC-13STATE

contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by SBC-13STATE retail for the same “special needs service,” the End User has previously been certified as eligible for that “special needs service.”

3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an SBC-13STATE company, SPRINT must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. SPRINT is responsible for obtaining any End User certification or re-certification required by the terms of the state specific SBC-13STATE tariff for any “special needs service” it resells to any End User beginning on the date that SPRINT submits any order relating to that “special needs service.” This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable SBC-13STATE retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an SBC-13STATE company, or if the applicant does not currently have local telephone service, SPRINT is responsible for ensuring that the End User is eligible for any “special needs service” in accordance with applicable SBC-13STATE retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to SBC-SWBT, AM-WI, AM-OH and AM-IN

3.4.2.1 SPRINT may only resell SBC-SWBT, AM-WI, AM-OH and AM-IN low income assistance services, e.g. LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent SPRINT resells services that require certification on the part of the End User, SPRINT shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving SBC-SWBT, AM-WI, AM-OH and AM-IN LifeLine and/or Link-Up benefit, the existing SBC-SWBT, AM-WI, AM-OH and AM-IN CSR will carry the appropriate service indicator. SPRINT may view this indicator on the SBC-SWBT, AM-WI, AM-OH and AM-IN CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail **SBC-SWBT, AM-WI, AM-OH and AM-IN** CSR, **SPRINT** must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. **SPRINT** is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-SWBT, AM-WI, AM-OH and AM-IN** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that **SPRINT** submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with **SBC-SWBT, AM-WI, AM-OH and AM-IN** or if the applicant does not currently have local telephone service, **SPRINT** is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **SBC-SWBT, AM-WI, AM-OH and AM-IN** retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 This section applies only to **PACIFIC, SNET** and **SBC- AM-IL**:

3.4.3.1 **PACIFIC, SNET** and **SBC-AM-IL** LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving **PACIFIC, SNET** or **SBC-AM-IL** LifeLine or Link-Up service, the existing **PACIFIC, SNET** or **SBC-AM-IL** Customer Service Record (CSR) will carry the appropriate service indicator. **SPRINT** may view this indicator on the CSR.

3.4.3.3 **SPRINT** may obtain LifeLine or Link-Up indicator data from **PACIFIC, SNET** or **SBC-AM-IL** 's existing retail CSR for the End User for the sole purpose of enabling **SPRINT** to determine whether the End User may be eligible for any similar program(s) **SPRINT** may offer.

3.4.3.3.1 **SPRINT** is exclusively responsible for all aspects of any similar **SPRINT**-offered program, including ensuring that any similar **SPRINT**-offered program(s) complies with all

applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of SPRINT's End User or applicants are eligible to participate in such programs, submitting SPRINT's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no PACIFIC, SNET or SBC-AM-IL LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by PACIFIC, SNET or SBC-AM-IL.

3.4.4 This section applies only to NEVADA:

3.4.4.1 NEVADA low income assistance services, e.g., LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. SPRINT has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish SPRINT's own low income assistance service(s). At the end of the 90 day period, SPRINT is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. SPRINT will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 When an End User is currently receiving NEVADA LifeLine or Link-Up service, the existing NEVADA Customer Service Record (CSR) will carry the appropriate service indicator. SPRINT may view this indicator on the CSR.

3.4.4.3 SPRINT may obtain LifeLine or Link-Up indicator data from NEVADA's existing retail CSR for the End User for the sole purpose of enabling SPRINT to determine whether the End User may be eligible for any similar program(s) SPRINT may offer.

3.4.4.4 SPRINT is exclusively responsible for all aspects of any similar SPRINT-offered program, including ensuring that any similar SPRINT-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of

SPRINT's End User or applicants are eligible to participate in such programs, submitting SPRINT's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4.5 If no NEVADA LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by NEVADA.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to NEVADA and SWBT-MO:

3.5.2.1 NEVADA and SWBT-MO promotions of eighty-nine (89) days or less are not available to SPRINT for resale.

3.5.3 This section applies only to PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK:

3.5.3.1 PACIFIC, SBC-AMERITECH, SNET, SWBT-AR and SWBT-OK promotions of ninety (90) days or less are not available to SPRINT for resale.

3.5.4 This section applies only to SWBT-KS:

3.5.4.1 Promotions on Telecommunications Services are available to SPRINT for resale. A wholesale discount (21.6%, 19.5%, 30.5% or 19.0%) will be applied to those promotions of ninety-one (91) days or more.

3.5.5 This section applies only to SWBT-TX:

3.5.5.1 Promotions on Telecommunications Services are available to SPRINT for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 SPRINT shall not use a resold service to avoid the rates, terms and conditions of SBC-13STATE's corresponding retail tariff(s).

- 3.7 **SPRINT** shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that **SPRINT** may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to **SPRINT** under this Appendix for resale.
- 3.9 To the extent allowable by law, **SPRINT** shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to **SPRINT** for resale. **SPRINT** shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. **SPRINT** shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to **SPRINT** resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “conversion charges,” and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to **SPRINT** resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When **SPRINT** converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. **SPRINT** will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading “Resale;” no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading “OTHER (Resale).”
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the

End User on SBC-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on SBC-13STATE's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If SPRINT is in violation of a provision of this Attachment, SBC 13-STATE will notify SPRINT of the violation in writing. Such notice must describe the violation and refer to the specific provision being violated. At such time, SPRINT will have thirty (30) days to correct the violation and notify SBC-13STATE in writing that the violation has been corrected. SBC-13STATE will then bill SPRINT for the charges, if any, which should have been collected by SBC 13STATE. Should SPRINT dispute the violations, it must notify SBC 13-STATE in writing within fourteen (14) days of receipt of notice from SBC 13-STATE. Disputes will be resolved as outlined in the Dispute Resolution Section of the Interconnection Agreement.
- 3.13 SBC-13STATE's services are not available at wholesale rates to SPRINT for its own use or for the use of any of SPRINT's affiliates and/or subsidiaries or the use of SPRINT's parent or any affiliate and/or subsidiary of SPRINT's parent company, if any.
- 3.14 This section applies only to SWBT-KS and SWBT-TX:
- 3.14.1 SPRINT may convert current SWBT-KS and SWBT-TX End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and
- 3.14.2 SWBT-KS and SWBT-TX and any other reseller of SWBT-KS or SWBT-TX local service may convert current SPRINT End User(s) that have existing CSP Contracts for services offered within the State of Kansas or Texas.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, SPRINT and SWBT-KS or SWBT-TX shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of SPRINT in connection with CSP Contract Conversions

- 3.14.4.1 **SPRINT** shall sign an “Assumption of Existing Agreement” assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS** or **SWBT-TX** or resold End User CSP Contract at the time of conversion. **SPRINT** may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas for customer specific pricing plan contracts and at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas for tariffed volume and term contracts.
- 3.14.4.2 **SPRINT** shall not charge **SPRINT**’s End User termination liability when an existing CSP contract between **SPRINT** and its End User is converted to **SWBT-KS** or **SWBT-TX** or any other local service provider reselling **SWBT-KS** or **SWBT-TX** local service.
- 3.14.4.3 If another reseller of **SWBT-KS** or **SWBT-TX** local service converts a current **SPRINT** End User(s) that has an existing CSP Contract, it is **SPRINT**’s responsibility to address assumption of the CSP contract and termination liability with the other reseller. **SPRINT** agrees that **SWBT-KS** or **SBC-TX** has no responsibilities in such a situation, and **SPRINT** further agrees that it will not make any Claim against **SWBT-KS** or **SWBT-TX** in connection with any conversion by another reseller of **SWBT-KS** or **SWBT-TX** local service of any **SPRINT** End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of **SWBT-KS** and **SWBT-TX** in connection with CSP Contract Conversions
- 3.14.5.1 **SWBT-KS** or **SWBT-TX** will not charge its retail End User termination liability when an existing CSP contract is converted to **SPRINT** for resale.
- 3.14.5.2 **SWBT-KS** or **SWBT-TX** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between **SPRINT** and its End User at the time that **SPRINT**’s End User is converted to **SWBT-KS** or **SWBT-TX**.
- 3.15 This section applies only to **SBC-AMERITECH**:
- 3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

3.15.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.

3.15.2.3 **AM-IN**, **AM-OH**, and **AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.15.2.4 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.15.3 If **SPRINT** elects to terminate a **SBC-AMERITECH** retail contract which **SPRINT** had previously assumed, **SPRINT** will be assessed the applicable termination charges remaining unless **SPRINT** elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount **SPRINT** receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 Where available, **SBC-13STATE** will afford **SPRINT**'s End Users the ability to make 911 calls. **SPRINT** shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SWBT**, **SPRINT** shall provide **SBC-13STATE** with accurate and complete information regarding **SPRINT**'s End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

4.1.1 Should any **SPRINT** End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all **SPRINT** End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

SBC-13STATE will include the listing information for SPRINT's customers for Resale services in SWBT's White Pages directory data base in the same manner as it includes listing information for SWBT's end user customers.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by SPRINT for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

4.4.1 SPRINT hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in SPRINT's End User listing information as provided to SBC-13STATE under this Appendix, and/or SPRINT's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, SPRINT shall indemnify, protect, save harmless and defend SBC-13STATE and SBC-13STATE's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in SPRINT's End User listing information, including any error or omission related to non-published or non-listed End User listing information. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT 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 SPRINT's End User listing information in the White Pages directory, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of SPRINT, in which event SPRINT shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by SBC-13STATE in handling and defending such demand, claim and/or suit.

4.5 Each SPRINT subscriber will receive one copy per primary End User listing of SBC-13STATE's White Pages directory in the same manner and at the same time that they are delivered to SBC-13STATE's subscribers during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, SPRINT may provide to SBC-SWBT written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, SBC-SWBT will deliver the remaining directories included in SPRINT's order in bulk to an address specified by SPRINT.

- 4.5.1 If **SPRINT**'s End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by **SPRINT** for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide **SPRINT**'s End Users access to **SBC-13STATE** Directory Assistance services. **SPRINT** shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by **SPRINT**'s End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.7 **SBC-8STATE** will provide **SPRINT** with 1/8th page in each directory (where **SPRINT** has or plans to have local telephone exchange customers) for **SPRINT** to include **SPRINT** specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other **SPRINT**s. At its option, **SPRINT** shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of **SPRINT**'s camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-13STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at **SPRINT**'s request, subject to the guidelines set forth above.
- 4.8 At its request, **SPRINT** may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where **SPRINT** provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than **SBC-8STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the **SPRINT** shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including **SPRINT** End User listings in **SBC-AMERITECH** White Page directories as well as distribution of such directories to **SPRINT** and/or **SPRINT** End User's is a product offering available through a non-regulated subsidiary of. **SBC-AMERITECH**.
- 4.10 Subject to any blocking that may be ordered by **SPRINT** for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to **SPRINT**'s End Users to the same extent it provides OS to its own End Users. **SPRINT** shall pay the charges associated with the utilization of OS by **SPRINT**'s End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 **SBC-13STATE** shall also offer **SPRINT** the opportunity to customize route its End Users' DA/OS calls where technically feasible. **SPRINT** must have dedicated

transport at each End Office where customized routing is requested. **SPRINT** agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 **SPRINT** may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by **SPRINT** by means of reselling **SBC-13STATE**’s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**’s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of **SPRINT**s that resell **SBC-13STATE**’s services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as “Payphone Compensation.”

4.12.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of **SPRINT** by paying the Payphone Compensation to **SPRINT**, who will then forward the Payphone Compensation directly to the PSPs.

4.12.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC consistent with the change in laws provision of GT&C’s. **SBC-13STATE** will pay Payphone Compensation to **SPRINT** only for:

4.12.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and

4.12.3.2 IntraLATA calls placed using **SBC-13STATE**’s prepaid calling card platform and carried by **SBC-13STATE**.

4.12.4 **SBC-13STATE** will not pay any Payphone Compensation for non-sent paid calls.

4.12.5 **SBC-13STATE** will pay **SPRINT** the Payphone Compensation due to **SPRINT**’s PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than

sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.

- 4.12.6 **SBC-13STATE** will make payment of any Payphone Compensation due to **SPRINT** under this Appendix by crediting **SPRINT**'s bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not issue a check to **SPRINT** if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 4.12.7 Nothing in this Appendix entitles **SPRINT** to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.12.8 **SPRINT** represents and warrants that the only **SBC-13STATE** services that **SPRINT** will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.
- 4.12.9 Except as provided otherwise in this Section 4.9.9, **SPRINT** shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the **SPRINT**'s customer for that Payphone Line. **SPRINT** shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to **SPRINT** later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then **SPRINT** shall pay the entire amount of such Payphone Compensation to the PSP that is **SPRINT**'s customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.
- 4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SPRINT** shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
- 4.12.10.1 **SPRINT**'s failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of **SPRINT** of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by **SPRINT**.

4.13 Suspension of Service

4.13.1 **SPRINT** may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 **SBC-13STATE** will offer **SPRINT** local service provider initiated suspension service for **SPRINT**'s purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific **SPRINT** Handbooks.

4.13.2.1 **SPRINT** shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.13.2.2 Should **SPRINT** suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, **SPRINT** shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.13.2.3 Should **SPRINT** suspend service for one of its End Users and subsequently issue a restoral order, **SPRINT** shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

5.1 Except where otherwise required by law, **SPRINT** shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall **SPRINT** state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to **SPRINT**'s customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in **SPRINT**'s name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where **SBC-13STATE** provides **SPRINT** OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **SBC-13STATE**'s DA and OS utilize the same trunk group, **SPRINT** will receive the same brand for both DA and OS.

5.2.3 **SPRINT** agrees and warrants that it will provide to **SBC-13STATE** a name to be used for branding covered by this Appendix that matches the name in which **SPRINT** is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 **SBC-13STATE** will brand OS/DA in **SPRINT**'s name based upon the information provided by **SPRINT** and as outlined below:

5.3.1.1 **SBC-13STATE** - **SPRINT** will provide written specifications of its company name to be used by **SBC-13STATE** to create **SPRINT** specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the OSQ.

5.3.1.2 **SBC-13STATE** - **SPRINT** will provide recorded announcement(s) of its company name to be used to brand **SPRINT**'s OS/DA calls in accordance with the process outlined in the OSQ. **SPRINT** attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

5.4.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of **SPRINT** when multiple brands are

required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

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

5.4.3 **SBC-2STATE** (California and Nevada) - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

6. OS/DA RATE/REFERENCE INFORMATION

6.1 **SPRINT** will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 **SPRINT** will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of **SPRINT**'s OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either **SPRINT**'s OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.

6.4 When an **SBC-13STATE** Operator receives a rate request from a **SPRINT** End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS/DA rates as provided by the **SPRINT**.

7. RESPONSIBILITIES OF SBC-13STATE

7.1 **SBC-13STATE** shall allow **SPRINT** to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface

specifications for electronic access for these functions to **SPRINT**. However, **SPRINT** shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.1.1 Methods and procedures for ordering are outlined in the **SPRINT** Handbook, available on-line, as amended by **SBC-13STATE**. All Parties agree to abide by the procedures contained therein.

7.2 **SPRINT** will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. **SPRINT** will be assigned customer contact center(s) when initial service agreements are made. **SPRINT** End Users calling **SBC-13STATE** will be referred to **SPRINT** at the number provided by **SPRINT**. Nothing herein shall be interpreted to authorize **SPRINT** to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

7.2.1 Methods and procedures for trouble reporting are outlined in the **SPRINT** Handbook, available on-line, as amended by **SBC-13STATE**. All Parties agree to abide by the procedures contained therein.

7.3 **SBC-13STATE** will provide **SPRINT** with detailed billing information necessary for **SPRINT** to issue bill(s) to its End User(s). **SPRINT** has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should **SPRINT** elect to subscribe to the DUF, **SPRINT** agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

7.4 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify **SPRINT** of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.4.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to **SPRINT** for resale shall advise **SPRINT** of the category in which such new service

shall be placed, and the same discount already applicable to **SPRINT** in that category shall apply to the new service.

- 7.5 **SPRINT**'s End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify **SPRINT** of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of **SPRINT**'s End Users (whether that End User is the victim or the suspect) will be coordinated through **SPRINT**.

- 7.5.1 **SPRINT** acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be **SPRINT**'s responsibility to provide additional information necessary for any police investigation.

7.5.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, **SPRINT** shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

- 7.5.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

- 7.6 This section applies only to **PACIFIC**:

- 7.6.1 Cooperation on Fraud

- 7.7.1.1 Traffic Alert Referral Service

7.6.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with **SPRINT**'s resold lines. On no less than thirty (30) calendar days written notice, **SPRINT** may order **PACIFIC**'s TARS. In providing TARS to **SPRINT**, **PACIFIC** notifies **SPRINT** of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to **SPRINT** information on all 1+ alerts. **SPRINT** understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of **SPRINT** to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a

per-alert basis. **PACIFIC** grants to **SPRINT** a non-exclusive right to use the information provided by **PACIFIC**. LEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. **SPRINT** agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.6.1.2 **SPRINT** shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to **SPRINT**'s account(s) in cases of fraud or any other related End User dispute.

7.6.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to **SPRINT** or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to **SPRINT**. **SPRINT** shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with **SPRINT**'s use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.7 This section applies only to **PACIFIC**:

7.7.1 **PACIFIC** will make available to **SPRINT** an optional service, Repair Transfer Service ("RTS"). In the event a **SPRINT**'s End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the **SPRINT** name and number and **PACIFIC** will automatically transfer the caller to the **SPRINT** designated 800/888 number for repair service. **SPRINT** must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the **SPRINT** name and 800/888 numbers for RTS to the **SPRINT** repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF SPRINT

- 8.1 Prior to submitting an order under this Appendix, **SPRINT** shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.
- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or **SPRINT** that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
- 8.2.2 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. **SPRINT** shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.
- 8.2.2.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of **SPRINT**, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge **SPRINT** an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC-13STATE** receive an order from **SPRINT** for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, **SPRINT** agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of **SPRINT**'s order coincident with or following processing **SPRINT**'s order. It shall

then be the responsibility of the former local service provider of record and **SPRINT** to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple **SPRINTs** or from **SBC-13STATE**.

8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom **SPRINT** is the current local service provider of record, and if **SPRINT** already subscribes to the Local Disconnect Report (“LDR”), covered in Section 8.5.2, then **SBC-13STATE** shall notify **SPRINT** of such order coincident with or following processing such order. It shall be the responsibility of **SPRINT** and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple **SPRINTs** or from **SBC-13STATE**.

8.5.2 On no less than sixty (60) calendar days advance written notice, **SPRINT** may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number (“BTN”), Working Telephone Number (“WTN”), and terminal number of all End Users who have disconnected **SPRINT**’s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. **SPRINT** shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as “Local Disconnect Report.” **SPRINT** agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**’s sole discretion, so long as **SBC-13STATE** provides **SPRINT** no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to **SPRINT** a non-exclusive right to use the LDR information provided by **SBC-13STATE**. **SPRINT** will not permit anyone but its duly authorized employees or agents to inspect or use this information.

8.6 **SPRINT** is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at **SPRINT**’s location and its End Users’ service locations; provided, however, **SPRINT** shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to **SPRINT** for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.

- 8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by **SPRINT**. All applicable rates and charges for services provided to **SPRINT** under this Appendix will be billed directly to **SPRINT** and shall be the responsibility of **SPRINT**; provided, however, that **SPRINT** shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.7.1 Charges billed to **SPRINT** for all services provided under this Appendix shall be paid by **SPRINT** regardless of **SPRINT**'s ability or inability to collect from its End Users for such services.
- 8.8 If **SPRINT** does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of **SPRINT** to order the appropriate toll restriction or blocking on lines resold to End Users. **SPRINT** acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. **SPRINT** acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 **SPRINT** shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 **SPRINT** shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that **SPRINT**'s End Users may use to contact **SPRINT** in the event that the End User desires a repair/service call.
- 8.10.1 In the event that **SPRINT**'s End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call **SPRINT** and may provide **SPRINT**'s contact number.
- 8.11 **SPRINT** acknowledges and agrees that, in the event **SPRINT** makes any "**SPRINT** Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, **SPRINT** shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 **SPRINT** will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the

Parties. These written forecasts will be based on **SPRINT**'s best estimates and will include all resale products **SPRINT** will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

APPENDIX SS7

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**APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.

2. SERVICE DESCRIPTION

- 2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and **SPRINT** will be on an individual case basis (ICB) due to the individual architectures of both **SPRINT** and **SNET** signaling networks and unique requirements of the individual parties.
- 2.2 **SS7 Transport**
- 2.2.1 SS7 as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the **SBC-12STATE** below outlines the requirements by for interLATA signaling.
- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for **SPRINT** designation of signaling points associated with **SPRINT** and

controls which messages may be allowed by the **SBC-12STATE** STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

- 2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of **SBC-12STATE**'s STP.

2.3 Dedicated Signaling Links

- 2.3.1 Dedicated Signaling Links provide interconnection to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **SBC-12STATE** STP mated pair. The **SPRINT** designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in an **SBC-12STATE** wire center. In the **SBC-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in the **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of **SPRINT** and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to **SPRINT**s for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

- 2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE** STP building and connects the STP Port Termination to the **SPRINT** SPOI.

2.4.2 STP Port Termination

- 2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an **SBC-12STATE** STP. A

STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE** STP.

2.4.3 **STP Access Link**

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when **SPRINT** requires an interoffice facility to connect from the **SPRINT** SPOI to the STP building location.

2.5 **SPRINT** shall provide the portion of the signaling link from the **SPRINT** premises within the LATA to the **SBC-12STATE** STP location or the **SPRINT** SPOI. **SPRINT** shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 **SPRINT** shall identify to **SBC-12STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-12STATE** shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When **SPRINT** uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, **SPRINT** acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to **SBC-12STATE** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-12STATE** Technical Publication, TP76638. In the **SBC-AMERITECH** Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In **SBC-2STATE** PUB L-780023-**SBC-2STATE** may be substituted for TP76638 and first interconnections to **PACIFIC**'s signaling network per **SPRINT** and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from **SPRINT** switch to **SBC-12STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE**.

2.9 **Dedicated Signaling Links Technical Requirements**

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

- 2.9.1.1 as an “A-link”, which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
- 2.9.1.2 as a “B-link” or “D-link,” which is an interconnection between STPs in different signaling networks.
- 2.9.2 When **SPRINT** provides its own switch or STP, **SPRINT** will provide DS1 (1.544 Mbps) interfaces at the **SPRINT**-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through **SPRINT** purchase of an **SBC-12STATE** dedicated transport facility, previously referred to as the “Access Connection”. Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
- 2.9.3 In each LATA in which **SPRINT** desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, **SPRINT** must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.9.4 **SPRINT** assumes the responsibility to ensure diverse routing of **SPRINT** signaling links from **SPRINT** switch to **SPRINT** SPOI. **SBC-13STATE****SBC-12STATE** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When **SPRINT** requests that **SBC-12STATE** add a Signaling Point Code (SPC), **SPRINT** will identify to **SBC-12STATE** the SPCs associated with the **SPRINT** set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, “Point Code Addition”. This rate element will not apply in **SBC-2STATE**.
- 2.9.6 **SPRINT** will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in **SPRINT**’s use of such SS7 signaling network, including but not limited to any change in **SPRINT** SS7 Dedicated Signaling Links, SS7 Transport and/or STP.
- 2.10 **Signaling Transfer Points (STPs)**
 - 2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.
 - 2.10.2 Use of the STP routes signaling traffic generated by action of **SPRINT** to the destination defined by **PACIFIC**’s signaling network, excluding messages

to and from an **SBC-7STATE** local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with **SPRINT** set of links will be routed to **SPRINT**..

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of **SPRINT** from a **SBC-12STATE** designated STP pair to a **SBC-12STATE** STP pair located in a different LATA. In the **SBC-AMERITECH** this arrangement will only be provided for STPs located in the same state. In the **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the **SBC-AMERITECH** the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In the **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.

2.10.4 In such instance as **SPRINT** utilizes **SBC-12STATE**'s Local Switching Network Element, **SPRINT** does not separately order SS7 signaling under this method. **SPRINT** will be charged for the use of the **SBC-12STATE** SS7 signaling on a per call basis.

2.11 **STP Technical Requirements**

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **SBC-12STATE** SS7 network: **SBC-12STATE** Local Switching or Tandem Switching; **SBC-12STATE** Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by **SPRINT** at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. **SPRINT** may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE** SS7 Network. The Parties will identify to each other the GTT type information for message routing. **SPRINT** will pay a non-recurring charge when **SPRINT** requests **SBC-12STATE** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 **Interface Requirements**

2.12.1 **SBC-12STATE** will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 **SPRINT** will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE** STPs.

2.12.3 **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-SWBT** STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 **SPRINT** shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to **SPRINT** on the routes and signaling point codes served by the **SBC-12STATE** STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the **SBC-12STATE** “regional” STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE** “regional” STP pair to another **SBC-12STATE** STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or CLEC, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the **SBC-12STATE** signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a **SBC-12STATE** mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

- 3.4.1 **SPRINT** shall designate the signaling points and signaling point codes associated with **SPRINT**. **SPRINT** shall provide such information to **SBC-12STATE** to allow **SBC-12STATE** to translate **SBC-12STATE** STPs. The information shall define the screening and routing information for the signaling point codes of **SPRINT** and may include global title address, translation type and subsystem designations as needed.
- 3.4.2 Signaling links from **SBC-12STATE** mated pairs of STPs shall connect to **SPRINT** premises (including collocation locations) within the same LATA. A set of links can be either:
- 3.4.2.1 "A" Link Sets from **SPRINT**'s Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,
- 3.4.2.2 "B" Link Sets from **SPRINT**'s STPs that are connected to **SBC-12STATE**'s mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)
- 3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.
- 3.4.4 A pre-order meeting will define the **SBC-12STATE** facility availability and the degree of diversity in both the **SBC-12STATE** physical network and the **SPRINT** physical network from signaling point to signaling point for the link.
- 3.4.5 When **SPRINT** requires a STP Access Link, **SPRINT** and **SBC-12STATE** shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.
- 3.4.6 All applicable signaling point codes for each signaling link must be installed at each of **SBC-12STATE**'s interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when **SPRINT**, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE** makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-**SBC-12STATE** signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE

3.5 Use of the STP

3.5.1 When SPRINT orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by SPRINT is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or SPRINT facilities, natural disasters, mass calling or national security demands.
- 4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.
- 4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 SBC-12STATE shall route messages generated by the action of SPRINT throughout the SBC-12STATE signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or any part of messages generated by SPRINT to any other party, except as required to manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF SPRINT

- 5.1 SPRINT shall provision the signaling links at SPRINT's premises and from SPRINT's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. SPRINT shall identify to SBC-12STATE the SPC(s) associated with the SPRINT set of links.
- 5.2 SPRINT shall identify to SBC-12STATE the GTT information for messages that route to SPRINT.

- 5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), **SPRINT** shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.
- 5.4 **SPRINT** shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE** signaling network. **SPRINT** shall furnish to **SBC-12STATE**, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. **SBC-12STATE** shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 **SPRINT** shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in **SPRINT**'s use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by **SPRINT** to be forwarded to **SBC-12STATE**'s network. **SPRINT** shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. **BONAFIDE REQUEST PROCESS**

- 6.1 Any request for SS7 service not addressed within this Appendix may be submitted to **SBC-12STATE** via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. **DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH**

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **SBC-AMERITECH** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800

Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC-AMERITECH** tandem for **SPRINT** to **SBC-AMERITECH** terminated calls.

7.4 Signal Transport

7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **SBC-AMERITECH** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **SBC-AMERITECH** end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC-AMERITECH** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. **DESCRIPTION OF RATE ELEMENTS SBC-7STATE**

8.1 The following rate elements apply to **SBC-7STATE** SS7 Service:

8.2 SS7 Transport

8.2.1 SS7 Transport shall be measured per octet of information screened and routed.

SPRINT shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional **SBC-7STATE** STP pair. A usage rate applies per octet generated by action of **SPRINT**.

8.2.3 SS7 Transport is not available in the **SBC-2STATE**.

8.3 Dedicated Signaling Links

8.3.1 SS7 Link Cross Connect

8.3.1.1 **SPRINT** shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

8.3.2 STP Port Termination

8.3.2.1 **SPRINT** shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the **SBC-7STATE** STP. One STP Port Termination must be installed at **SBC-7STATE**'s interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

8.3.3 STP Access Link

8.3.3.1 **SPRINT** shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

8.4 Signaling Point Code Addition

8.4.1 **SPRINT** shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a **SBC-7STATE** STP. **SPRINT** shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 **SPRINT** shall pay the GTT Addition rate element for the establishment of **SPRINT**'s GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. **SPRINT** shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 **SPRINT** shall pay the Use of the STP Per Call rate element for Use of the **SBC-7STATE** STP. The rate shall apply for each call originated by **SPRINT** subscribers using the **SBC-7STATE** Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when **SPRINT** uses the **SBC-7STATE** Local Switching network element.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of General Terms and Conditions.

APPENDIX FOR ACCESS
TO SBC COMMUNICATION INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS**TO SBC COMMUNICATION INC.'S STRUCTURE****(POLES, CONDUITS, AND RIGHTS OF WAYS)****1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indian, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of **SBC-13STATE**.
- 1.4 As used herein, **PACIFIC** means the ILEC doing business in California.

2. DEFINITIONS

- 2.1 **Definitions in general.** As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 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 handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and

cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

- 2.3 **Conduit system**. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.4 **Duct**. The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 **Handhole**. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 **Occupancy Permit**. The term “occupancy permit” refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct**. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

- 2.8 **Make-ready work**. The term “make-ready work” refers to all work performed or to be performed to prepare **SBC-13STATE**’s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.9 **Manhole**. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**’s conduit system. As used in this Appendix, the term “manhole” does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 **Other User**. The term “Other User” refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**’s poles, ducts, conduits or rights-of-ways).
- 2.11 **Overlashing**. The term “Overlashing” refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 **Pole**. The term “pole” refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 **Rights-of-way**. The term “rights-of-way” refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, “rights-of-way” includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
- 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
 - 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

- 2.14 Structure. The term “Structure” refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

- 3.1 This Agreement establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**’s Structure. Separate tariffs, appendices, 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 Agreement:
- 3.1.1 **SBC-13STATE**’s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**’s central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**’s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE**’s Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**’s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**’S interest in any of **SBC-13STATE**’S Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall

identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Agreement between the parties, the date of approval by the State Commission of the interconnection Agreement, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Agreement, this Appendix shall terminate upon the termination of the Interconnection Agreement of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Agreement renews, if a part of the Interconnection Agreement.
- 4.4 Elective Termination. either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.
- 4.5 Elective Termination by **SBC-13STATE**. Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate good faith negotiations for continued access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix. The Attaching Party will not be compelled to remove its facilities so long as they are continuing good faith negotiations for continued access.
- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Appendix. Elective termination of this Appendix by

SBC-13STATE shall not affect SBC-13STATE's obligations to afford access to SBC-13STATE's poles, ducts, conduits, and rights-of-way owned or controlled by SBC-13STATE as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection Agreement, if any, of which this Appendix is a part, and the Guidelines for Access to SBC-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 Agreement supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and SBC-13STATE relating to the placement and maintenance of Attaching Party's facilities on and within SBC-13STATE's poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, 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 Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Appendix.
- 5.5 Multiple Counterparts. This Agreement 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 Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Agreement 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 Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the 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

SBC-13STATE MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE

RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.

8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:

8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Agreement, if any;

8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.

8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any

occurrence or condition on, within, or in the vicinity of **SBC-13STATE**'s Structure.

- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.
- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.

8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.

8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:

8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or

- 8.9.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 **Attaching Party's General Indemnity Obligations to SBC-13STATE**. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Agreement, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 8.11 **SBC-13STATE's General Indemnity Obligations to Attaching Party**. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 **EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL,

CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

- 9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE's** Structure, **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.3 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 **SBC-13STATE's** poles or placed in **SBC-13STATE's** Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.3. In no event shall **SBC-13STATE** be liable to Attaching Party under this Appendix for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE's** behalf. In no event shall **SBC-13STATE** be liable to Attaching Party under this Appendix 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 **SBC-13STATE's** behalf, cable cuts by persons other than **SBC-13STATE's** employees or persons acting on **SBC-13STATE's** behalf, or other causes beyond **SBC-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

persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

- 9.4 **No Limitations of Liability in Contravention of Federal or State Law.**
Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Agreement.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

- 10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
- 10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.
- 10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
- 11.1.2 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:

- 11.1.2.1 The Overlashing entity must enter into an Agreement with SBC-13STATE for access to SBC-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.
 - 11.1.2.2 The Overlashing entity must obtain written approval from the Attaching Party and provide a copy to SBC-13STATE prior to submitting a request for access to structure.
 - 11.1.2.3 The Overlashing party must submit a written request for access to structure, and indicate on the request that the request is for Overlashing of an existing attachment of the Attaching Party.
 - 11.1.2.4 The Overlashing entity is responsible for paying the fees for Overlashing in APPENDIX 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 SBC-13STATE's consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the Agreement and provide proof satisfactory to SBC-13STATE that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Appendix (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted

foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Appendix, occupancy permit subject to this Appendix, or authorizations granted under this Appendix shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Appendix shall relieve Attaching Party of any obligations arising under or in connection with this Appendix, including but not limited to indemnity obligations under Section 8 of this Appendix or the interconnection Agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Appendix and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Appendix.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Appendix shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Appendix or occupancy permits subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Agreement and all occupancy permits subject to this Agreement 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 **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in 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 active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Appendix. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Appendix, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Appendix shall not constitute a waiver or relinquishment of any term or condition of this Appendix, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to SBC-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit) shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-**

13STATE in a manner that does not directly or indirectly identify Attaching Party).

- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
- 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;
- 14.3.3 performing **SBC-13STATE**'s obligations under this Appendix and similar Agreements with third parties;
- 14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
- 14.3.5 preparing cost studies;
- 14.3.6 responding to regulatory requests for information;
- 14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and
- 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Appendix, satisfaction of obligations under similar Agreements with third parties, compliance with the Pole

Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC-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 SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:

- 14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 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 SBC-13STATE from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC-13STATE shall not disclose Attaching Party's proprietary or confidential information without first, at SBC-13STATE's option:
- 14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
 - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any right-of-way for SBC-13STATE

poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits.

Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 15.2 **Private Rights-of-Way Not Owned or Controlled by Either Party.** Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 **Access to Rights-of-Way Generally.** At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying Agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 **SBC-PACIFIC ONLY**- In addition to the terms and conditions included in this Appendix, **SBC-PACIFIC** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.1.1 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";

16.1.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.1.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.1.4 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,

16.1.5 the **SBC-13STATE** Structure Access Guidelines

16.2 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.

16.2.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.2.2 An authorized employee or representative of SBC-13STATE may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within SBC-13STATE's conduit system. Attaching Party shall reimburse SBC-13STATE for costs associated with the presence of SBC-13STATE's authorized employee or representative.

16.2.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 SBC-13STATE will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of SBC-13STATE's Structure. Upon request, SBC-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. SBC-13STATE does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of SBC-13STATE, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to SBC-13STATE's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 SBC-13STATE will provide information currently available on the SBC-13STATE's maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on SBC-13STATE's maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on SBC-13STATE's maps;

17.3.3 the footage between poles, if shown on SBC-13STATE's maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

17.4 SBC-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by SBC-13STATE.

- 17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;
- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise Agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's

use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

19.2 **Pole, Duct, and Conduit Space Assignments.**

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **PACIFIC**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **PACIFIC**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. **ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)**

20.1 **Response Within 45 Days.** Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial.

SBC-13STATE will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.

20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future

and shall not be entitled to any fees subsequently paid to SBC-13STATE for the use of such additional capacity. If SBC-13STATE utilizes additional space or capacity created at Attaching Party's expense, SBC-13STATE will reimburse Attaching Party on a pro-rata basis for SBC-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC-13STATE will notify the Attaching Party if any entity, including SBC-13STATE, attaches facilities to additional capacity on SBC-13STATE's Structure created at the Attaching Party's expense. SBC-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.

- 20.7 If Attaching Party utilizes space or capacity on any SBC-13STATE Structure created at SBC-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of SBC-13STATE's capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, SBC-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to SBC-13STATE's Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by SBC-13STATE or Other User.
- ***PACIFIC** only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by SBC-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to SBC-13STATE's poles and the placement of such facilities in SBC-13STATE's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.

- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Appendix authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching

Party's present occupancy permit or requires a new or amended occupancy permit.

- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same SBC-13STATE Structure, and may overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this 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 SBC-13STATE and other users in making rearrangements to SBC-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific Agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, SBC-13STATE shall give Attaching Party not less than 60 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, SBC-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify SBC-13STATE within 12

hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent

with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual Agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt Agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.

25.4 **Emergency Pole Replacements.**

25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.

25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.

25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 **Expenses Associated with Emergency Repairs.** Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this 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 SBC-13STATE for the costs incurred by SBC-13STATE for work performed by SBC-13STATE on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 Post-Construction Inspections. SBC-13STATE will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to SBC-13STATE's Structures for the purpose of determining the conformance of the attachments to the occupancy permit. SBC-13STATE will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany SBC-13STATE on the post-construction inspection.

26.2 Right to Make Periodic or Spot Inspections. SBC-13STATE shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to SBC-13STATE's Structure. These inspections will not be made more often than once every 2 years unless in SBC-13STATE's judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Appendix.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, SBC-13STATE may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to SBC-13STATE's Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to SBC-13STATE and the make ready work or modification will be treated in the same

fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in SBC-13STATE's Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. SBC-13STATE may, without notice to any person or entity, remove from SBC-13STATE's poles or any part of SBC-13STATE's conduit system the Attaching Party's facilities, if SBC-13STATE determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on SBC-13STATE's poles or in SBC-13STATE's conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to SBC-13STATE's poles or anchors or within any part of SBC-13STATE's conduit system, SBC-13STATE, without prejudice to other rights or remedies available to SBC-13STATE under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 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 SBC-13STATE, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If SBC-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to SBC-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 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 SBC-13STATE of any of its rights or privileges under this Appendix or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SBC-13STATE's poles,

conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy.

Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.

27.7 **Removal of Unauthorized Attachments.** If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.

27.8 **No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities.** No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the

occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.

- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as

may be necessary to avoid the unnecessary removal of Attaching Party's facilities.

28.6 Removal of Facilities by SBC-13STATE; Notice of Intent to Remove.

If Attaching Party fails to remove its facilities from SBC-13STATE's Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, SBC-13STATE may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. SBC-13STATE shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.

28.7 Removal of Facilities by SBC-13STATE. If SBC-13STATE removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse SBC-13STATE for SBC-13STATE's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.

29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, SBC-13STATE shall have the right to change the rates, charges and fees outlined in this Appendix. SBC-13STATE will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. SBC-13STATE may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms

of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to SBC-13STATE adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SBC-13STATE 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Agreement. In the event any lien, claim or demand is made on SBC-13STATE by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SBC-13STATE may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as SBC-13STATE may deem reasonable or necessary to protect SBC-13STATE from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party:

Name: Timothy Dismond

Title: Mgr. Real Estate Facilities

Firm: SPRINT

Address: 6160 SPRINT Pkwy., Bldg. 9

City/State/Zip: Overland Park, KS. 66251

Mailstop: KSOPHI 0306-3C380

If to SBC:

Name: Contract Administration

Title: Notices Manager

Firm: SBC Communications, Inc.

Address: 311 S. Akard, 9th Floor

City/State/Zip: Dallas, TX 75202-5398

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

32.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Appendix which are legitimately related to such interconnection, service or network element as set forth in Section 2.9 of the General Terms and Conditions.

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

APPENDIX UNE

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APPENDIX UNE (UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish SPRINT with access to UNEs. CLECs (including SPRINT) seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from SPRINT shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. SBC-13STATE will provide access to UNEs under the terms and conditions described below. SBC-13STATE is prohibited by FCC Rule and shall not separate requested network elements that are currently combined. There is no effective rule requiring SBC-13STATE to combine network elements that are not already combined. However, this issue is pending before the US Supreme Court in Iowa Utilities Board v. FCC. The parties agree to the extent that an effective Order of the US Supreme Court results in a modification of existing law with respect to SBC-13STATE's obligation to combine network elements that are not already combined, the Parties shall incorporate such changes into this agreement within 30 days of the effective date. The Parties agree that throughout this agreement, the term UNE also refers to Combinations of UNEs as defined in this introductory paragraph.
- 1.2 For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

2. GENERAL TERMS AND CONDITIONS

- 2.1 SBC-13STATE and SPRINT shall agree to connect SPRINT's facilities (or facilities not owned by SPRINT but under SPRINT's control) with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by SPRINT of a Telecommunications Service; provided, SPRINT shall certify to SBC-13STATE that the third party facility(ies) shall be used only for the purposes permitted by this Agreement, and SPRINT shall remain primarily obligated for all duties and responsibilities under this Agreement.
- 2.2 SBC-13STATE will provide SPRINT nondiscriminatory access to UNEs at any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.1 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

- 2.2.2 In a manner that allows **SPRINT** to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);
- 2.2.3 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.4 With technical information regarding **SBC-13STATE**'s network facilities to enable **SPRINT** to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.5 Without limitations, restrictions, or requirements on requests that would impair **SPRINT**'s ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.6 In a manner that allows **SPRINT** purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.7 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b));
- 2.2.8 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));
- 2.2.9 Except upon request, **SBC-13STATE** shall not separate requested network elements that **SBC-13STATE** currently combines. (47 CFR § 51.315 (b)).
- 2.3 As provided for herein, **SBC-13STATE** will permit **SPRINT** exclusive use of an unbundled network facility for a period of time, and when **SPRINT** is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time. (47 CFR § 51.309 (c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs consistent with 47 CFR § 51.309 (c), and as provided for in this Agreement.
- 2.5 Except to the extent specifically allowed and provided for by Applicable Law, and where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself (47 CFR § 51.311 (a), (b)) or any subsidiary, affiliate, or other party that is a Telecommunications Carrier.
- 2.6 Each party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

- 2.7 UNEs provided to **SPRINT** under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.8 Unbundled Network Elements may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available.
- 2.9 **SBC-13STATE** will provide existing combinations of network elements to **SPRINT** consistent with **SBC-13STATE**'s obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by **SBC-13STATE** in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, **SBC-13STATE** will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the appropriate service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Sections 2.10 and 2.11 below.
- 2.10 When **SPRINT** orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than as specified in Section 2.9 above.
- 2.11 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when **SPRINT** orders all the **SBC-13STATE** Network Elements required to convert a **SBC-13STATE** end-user customer or a **SPRINT** resale customer to **SPRINT** unbundled Network Elements service (a) without any change in features or functionality that was being provided by **SBC-13STATE** (or by **SPRINT** on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the **SPRINT** OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to a **SPRINT** OS/DA platform from the relevant **SBC-13STATE** local switch, including **SPRINT**'s payment of all applicable charges to establish that routing.). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the **SBC-13STATE** local switch. **SBC-7STATE** will treat recent change orders necessary to provision **SPRINT** orders under this section at parity with recent change orders executed to serve **SBC-7STATE** end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

3. **ACCESS TO UNEs**

3.1 SBC will provide access to UNEs that are currently available within its network, as required by law.

3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide **SPRINT** with access to UNEs and the conditions under which **SBC-13STATE** makes these methods available. These methods provide **SPRINT** access to multiple **SBC-13STATE** UNEs which **SPRINT** may then combine. The methods listed below provide **SPRINT** with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 **Central Office Based UNEs.** Subject to availability of space and equipment, **SPRINT** may use the methods listed below to access and combine UNEs within a requested **SBC-13STATE** Central Office. **SPRINT**'s ability to access and combine UNEs include, but are not necessarily limited to, the following methods. Additional methods may be proposed by **SPRINT** via the BFR process set forth in this Agreement.

3.2.1.1(Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to **SPRINT**'s Physical Collocation Point of Termination (POT) when **SPRINT** is Physically collocated, in a caged, cageless, or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to **SPRINT**'s UNE frame located in the common room space, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to **SPRINT**'s UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property. Method 3 is only available when space is not available for Method 1 and 2.

3.2.2 Intentionally omitted.

- 3.2.3 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, **SPRINT** and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.4 **SPRINT** shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.5 **SBC-13STATE** identification cards will be issued for any **SPRINT** employees who are designated by **SPRINT** as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to **SPRINT** employees with such identification.
- 3.2.6 **SPRINT** shall designate each network element being ordered from **SBC-13STATE**. **SPRINT** shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.7 **SBC-13STATE** will provide **SPRINT** with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2.8 **SPRINT** shall make arrangements for its own administrative telecommunication service (e.g. POTS service) at each facility and all materials needed by **SPRINT** at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 3.2.9 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs via Method 2, above.
- 3.2.9.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).
- 3.2.9.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.
- 3.2.9.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4. BONA FIDE REQUEST

4.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If SPRINT submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a “Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE.”

4.2 ITEM I

SBC-SWBT, SBC-AMERITECH, NEVADA

Bona Fide Request Process

4.2.1 A Bona Fide Request (“BFR”) is the process by which SPRINT may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide SPRINT access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of SPRINT’s request.

4.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

4.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook. Included with the Application SPRINT shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

4.2.4 SPRINT is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, SPRINT has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:

4.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA’s preliminary

evaluation costs, in which case SBC-SWBT, SBC-AMERITECH, NEVADA may not charge SPRINT in excess of \$2,000 to complete the Preliminary Analysis; or

- 4.2.4.2 Not make the \$2,000 deposit, in which case SPRINT shall be responsible for all preliminary evaluation costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 4.2.5 If SPRINT submits a \$ 2,000 deposit with its BFR, and SBC-SWBT, SBC-AMERITECH, NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-SWBT, SBC-AMERITECH, NEVADA will return the \$2,000 deposit to SPRINT. 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 SPRINT, either be refunded or credited toward additional developmental costs authorized by SPRINT.
- 4.2.6 Upon written notice, SPRINT may cancel a BFR at any time, but will pay SBC-SWBT, SBC-AMERITECH, NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-SWBT, SBC-AMERITECH, NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by SPRINT, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of SPRINT, either returned to SPRINT or credited toward additional developmental costs authorized by SPRINT.
- 4.2.7 SBC-SWBT, SBC-AMERITECH, NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-SWBT, SBC-AMERITECH, NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise SPRINT of the need for any further information needed to process the Request. SPRINT acknowledges that the time intervals set forth in this Appendix begins once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 4.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to SPRINT a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to SPRINT or (ii) advise SPRINT that SBC-SWBT, SBC-

AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.

- 4.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, SPRINT may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. SPRINT’s written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of SPRINT’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 SPRINT will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by SPRINT for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require SPRINT to submit a new BFR.
- 4.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to SPRINT a BFR Quote.
- 4.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, SPRINT must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If SBC-SWBT, SBC-AMERITECH, NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. SPRINT shall be responsible to reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by SPRINT).
- 4.2.12 Unless SPRINT agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

4.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

4.3* Item II
SNET Bona Fide Request Process

4.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:

4.3.2 Section 4.2.1 is amended to add the following: **SPRINT** may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

4.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, **SPRINT**'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.

4.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

4.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

4.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.

4.3.3 Section 4.2.4 and 4.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.

4.3.4 Section 4.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to **SPRINT** but before **SPRINT**'s request for the

* Section 4.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

BFR Quote. Cancellation charges will apply after **SPRINT** submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to **SPRINT**. **SPRINT** shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from **SPRINT**. However, if **SNET** receives notification from **SPRINT** for cancellation of the BFR after receipt by **SPRINT** of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).

- 4.3.5 Section 4.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise **SPRINT** of the need for any further information needed to process the Request. **SPRINT** acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.
- 4.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 4.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute .

4.4 **Item III**

Pacific Bona Fide Request Process

- 4.4.1 The Bona Fide Request provisions set forth in Item I of Section 4 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:
- 4.4.2 Section 4.2.1 is amended as follows: A Bona Fide Request (“**BFR**”) is the process by which **SPRINT** may request **PACIFIC** to provide **SPRINT**

* Section 4.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a “Request”), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of **SPRINT**’s request.

- 4.4.3 Section 4.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 4.4.4 Section 4.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to **SPRINT** a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. **SPRINT** 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).
- 4.4.5 If the BFR is denied, **PACIFIC** will notify **SPRINT** within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 4.4.6 If **PACIFIC** refers **SPRINT** to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for **SPRINT** to submit the application for the alternate process.

5. **ADJACENT LOCATION**

- 5.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions under which **PACIFIC** offers the Adjacent Location Method.

- 5.2 The Adjacent Location Method allows **SPRINT** to access loops, switch ports, and dedicated transport for a **SPRINT** location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by **SPRINT**, which **SPRINT** can then utilize to provide Telecommunications Service.
- 5.3 This method requires **SPRINT** to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. **SPRINT** shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 5.4 **SPRINT** will obtain all necessary rights of way, easements, and other third party permissions.
- 5.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:
- 5.5.1 **SPRINT** is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 5.6 The installation interval applies on an individual application basis. **SPRINT** 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.
- 5.7 **SPRINT** will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where **SPRINT** requests connection.
- 5.8 **SPRINT** will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 5.9 **SPRINT** should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.
- 5.10 **SPRINT**'s employees, agents and contractors will be permitted to have access to **SPRINT**'s cable where it is delivered to **PACIFIC** (outside the entrance manhole). **SPRINT** is only able to enter the entrance manhole to splice under a duct lease agreement. If **SPRINT** leases ducts to get to the Central Office then **SPRINT** has the right to splice the manholes on the route, including the entrance manhole.
- 5.11 In order for **PACIFIC** to identify the entrance manhole for **SPRINT**, **SPRINT** must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one

must be constructed, **SPRINT** will pay for the construction on an Outside Plant Custom Work Order.

- 5.12 **SPRINT** will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 5.13 **SPRINT** will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in **SPRINT**'s facility.
- 5.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of **SPRINT**. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 5.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, **SPRINT** and **PACIFIC** shall provide each other with a single point of contact for overall coordination.
- 5.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. **SPRINT** access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).
- 6.2 **SBC-12STATE** will permit **SPRINT** to connect its local loop to customers' inside wiring through **SBC-12STATE**'s NID. **SPRINT** must establish the connection to **SBC-12STATE**'s NID through an adjoining NID deployed by **SPRINT**. In this instance, **SPRINT** provides the cross-connect between the **SPRINT** NID and the customer's side of the **SBC-12STATE** NID and there is no charge to **SPRINT** by **SBC-12STATE**.
- 6.3 **SPRINT** may connect to the customer's inside wire at the **SBC-12STATE** NID, as is, at no charge to **SPRINT**. Any repairs, upgrade and rearrangements to the NID

required by SPRINT will be performed by SBC-12STATE based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. SBC-12STATE, at the request of SPRINT, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, SPRINT may provide its own NID, and

- (1) connect directly with the end user's inside wire, or
- (2) connect with the end user's inside wire via SBC-12STATE's NID where necessary.

6.5 Upon the request of SPRINT, SBC-13STATE will place a NID equipped with a half ringer device, if one is not present, and SPRINT will pay all costs associated with the placement except when SBC-13STATE is dispatched on a repair, maintenance, or installation visit to the premise by SPRINT. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, SBC 13STATE will charge SPRINT for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in SBC 13STATE network, SBC-13STATE will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to SPRINT.

6.6 Upon request, SBC-12STATE will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.

6.7 SPRINT shall not attach to or disconnect SBC-12STATE's ground. SPRINT shall not cut or disconnect SBC-12STATE's loop from the NID and/or its protector. SPRINT shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 Pursuant to the applicable FCC rule, the local loop network element is defined as 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 customer premises, including inside wire owned by SBC-13STATE. The local loop Network Element includes all features, functions and capabilities of such transmission facility. Those features, functions, and capability include, but are not limited to, dark fiber, attached electronics (except those electronics used in the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

- 7.3 The loop network element includes all features, functions and capabilities of the transmission facilities, owned by **SBC-13STATE**, between **SBC-13STATE**'s Main Distribution Frame or equivalent in the central office and the loop demarcation point at the customer premise.
- 7.4 Consistent with the requirements of the FCC's UNE Remand Order ¶167, in order for **SPRINT** to secure access to the loop's full functions and capabilities, **SBC-13STATE** shall, in certain instances, condition loops to attain such functionality and capabilities at the rates, terms, and conditions set forth in Appendix Pricing. The instances when loop conditioning is required are set forth in Appendix DSL.
- 7.5 **SBC-12STATE** will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on for the following:
- 7.5.1 **2-Wire Analog Loop**
- 7.5.1.1 A 2-Wire analog loop is a voice grade transmission facility that supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 7.5.1.2 If **SPRINT** requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical loop or a universal digital loop carrier unbundled Loop at no additional charge to **SPRINT**. If, however, no spare unbundled Loop is available, **SBC-12STATE** will within forty-eight hours (48), excluding weekends and holidays, of **SPRINT**'s request, notify **SPRINT** of the lack of facilities.
- 7.5.2 **4-Wire Analog Loop**
- 7.5.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 7.5.3 **2-Wire Digital Loop**
- 7.5.3.1 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 currently supports usable bandwidth up to 160 Kbps.

7.5.4 4-Wire Digital Loop

A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps currently supports usable bandwidth up to 1.544 Mbps.

7.5.5 DSL-Capable Loop (See Appendix DSL)

8. SUB-LOOP ELEMENTS

8.1 **SPRINT** is entitled to the unbundling of any Subloop at any point determined by any state to be Technically Feasible. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff. An accessible terminal is any point on the loop where the technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. **SBC-13STATE** shall provide **SPRINT** non-discriminatory access to the Subloop Network Element at accessible terminals in **SBC-13STATE**'s outside plant, including but not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the Main Distribution Frame, the Remote Terminal, and the feeder/distribution interface.

8.1.1 Terms and conditions for subloop shall be as stated per the FCC's UNE Remand Order and as ordered by the Department in Docket Nos. 00-05-06 and 00-12-15. This Agreement shall be amended in accordance with the Intervening Law Section of the General Terms and Conditions following the later of the issuance or effective date of the tariff filed in compliance with the Department's order.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder

cable” is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 “MDF-to-SAI/FDI” is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 “MDF-to-Term” is that portion of the loop from the MDF to an accessible terminal.

8.2.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.

8.2.8 “SAI/FDI-to-Term” is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 “SAI/FDI-to-NID” is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user’s premise.

8.2.10 “SPOI” is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.

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

8.2.12 “Term-to-NID” is that portion of the loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **SBC-12STATE** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

- 8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
- 8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.
- 8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.
- 8.5 Subloops are provided “as is” unless **SPRINT** requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.
- 8.7 Twisted-pair Copper Subloops:
- 8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).

8.8 **SPRINT** may request access to the following twisted-pair copper subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface*	Terminal
4. Serving Area Interface or Feeder Distribution Interface*	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. SPOI (Single Point of Interface)**	Stand Alone

* May be located at Remote Terminal.

** Provided using the BFR Process. In addition, if **SPRINT** requests an Interconnection Point which has not been identified, **SPRINT** will need to submit a BFR.

8.9 High Capacity Subloops

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 **SPRINT** may request access to the following high-capacity subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. CO Point of Termination (POT)	Remote Terminal
2. Remote Terminal	NID

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 and the Supplemental Clarification Order, June 2, 2000 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), as may be herein after amended, modified, supplemented or clarified, including but not limited to the

requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.1 Spare subloop(s) will be assigned to **SPRINT** only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.

8.11.2 Provisioning intervals for subloops shall be governed by the **SPRINT** state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 **SPRINT** shall isolate trouble to the **SBC-12STATE** Subloop portion of **SPRINT**'s service before reporting trouble to **SBC-12STATE**.

8.12.3 **SBC12-STATE** shall charge **SPRINT** a Maintenance of Service Charge (MSC) when **SPRINT** dispatches SBC on a trouble report and the fault is determined to be in **SPRINT**'s portion of the loop. Such charges may be found in the individual state pricing appendices.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, **SPRINT** may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide **SPRINT** with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where **SPRINT** has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should **SPRINT** cabling require replacement, **SBC-13STATE** will provide prompt

notification to **SPRINT** for **SPRINT** to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements

- 8.13.1 Prior to ordering subloop facilities, **SPRINT** will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or at **SPRINT's** option, will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.
- 8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. **SPRINT** will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to **SPRINT** 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 **SPRINT** submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. **SPRINT** will review and concur before **SBC-13STATE** proceeds. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 **SPRINT** will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, **SPRINT** should have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both **SPRINT** and **SBC-13STATE** to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of **SPRINT** 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 **SPRINT** has provided proof that it has obtained necessary rights of way as defined in Section 9.13.

8.13.10 Upon completion of the construction activity, **SPRINT** will be allowed to test the installation with a **SBC-12STATE** technician. If **SPRINT** desires test access to the SAA, **SPRINT** should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.

8.13.11 A non-binding **SPRINT** forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than **SPRINT** expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, **SPRINT** shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. **SPRINT** would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused **SPRINT** 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. In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points

8.14.1 SAI/FDI or Terminal

8.14.1.1 **SPRINT** 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. **SPRINT**'s Aerial cables should be aircore.

8.14.1.2 **SPRINT** may elect to place their cable to within 3 feet of the pad 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.

8.14.1.3 **SPRINT** may “stub” up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI, which **SBC-12STATE** will splice to the **SPRINT** cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points- When a SAI/FDI’s termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the terminal or to construct an adjacent termination facility to accommodate Sprint’s facilities for which **SPRINT** will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing **SPRINT** to terminate it’s cable at the SAI/FDI.

8.15 RT (for DS3 Subloop)

8.15.1 **SPRINT** may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.15.2 **SPRINT** may “stub” up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the **SPRINT** cable at the meet point.

9. **ENGINEERING CONTROLLED SPLICE (ECS)**

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS) for **SPRINT** to gain access to subloops at remote terminals. This voluntary service is made available to **SPRINT** as a means of accessing the sub-loop in a manner in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA) as set forth in Section 8.13 above.

- 9.2.1 **SPRINT** requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 9.2.2 **SPRINT** shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.
- 9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. **SBC-13STATE** will construct and own the engineering controlled splice.
- 9.2.4 If a second **CLEC** obtains space in an SAA with the new copper interface point at the ECS within two (2) years of the initial construction, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper, shall be reimbursed in equal proportion to remuneration received from the second **CLEC** for the space or lines used by the requesting carrier, unless the originally requested work must be discarded because of exhaust. Such reimbursement to **SPRINT** will be made within one hundred and twenty (120) days of the second **CLEC**'s cable being terminated in the ECS. If **SBC-13STATE** constructs space or places facilities beyond that requested to meet **SPRINT**'s request, **SBC-13STATE** shall be responsible for such additional costs.
- 9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days, or a date agreed to by the Parties, before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-13STATE** will not begin any construction of the ECS until **SPRINT** has provided proof that it has obtained the necessary right of way as defined in Section 8.13.
- 9.2.7 In the event **SPRINT** disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from **SPRINT** of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the

balance payable by **SPRINT** upon completion of the ECS. Such payments may be subject to any “true-up”, if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

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

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 **SPRINT** may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to **SPRINT**’s SAA facility. This facility will be “dedicated” to **SPRINT** for subsequent subloop orders.

9.3.1.2 **SPRINT** must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 **SPRINT** will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to **SPRINT** between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 **SPRINT** may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate **SPRINT**’s SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.

9.3.2.3 **SPRINT** must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. Sprint will designate which loops will be used for SBC-13STATE voice service associated with line shared subloops.

9.3.2.4 **SPRINT** will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** on a time and material basis derived from **SPRINT**’s request for the SCA.

10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **SBC-13STATE** has deployed Digital Subscriber Line Access Multiplexers (“DSLAMS”) in Remote Terminals defined as Cabinets, Controlled Environmental Vaults (“CEVs”) and/or Huts.

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy DSLAM at the remote terminal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability is defined as:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to **SBC-13STATE** customers, such as a telephone number, white page listing, and dial tone.

11.1.3.2 access to OS/DA and 9-1-1;

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex; and

11.1.3.4 any technically feasible customized routing of OS, DA, and/or local traffic in **SBC-7STATE**;

11.1.3.5 blocking/screening; and

11.1.3.6 recording functions.

11.1.4 **SBC-7STATE** shall provide its standard non-branded recorded announcements and call progress tones to alert callers of call progress and disposition. **SPRINT** will use the BFR process to request exclusions of or modifications to existing announcements, or to request unique announcements.

11.2 **Specific Terms and Conditions for Unbundled Local Switching (ULS)**

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all **SPRINT** traffic. Specific terms and conditions relating to Unbundled Local Switching -Interim Shared Transport (ULS-IST) for **SBC-AMERITECH** is available in the Merger Conditions Appendix.

11.2.2 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for **SBC-7STATE**. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

11.2.3 ULS as provided by **SBC-7STATE** and **SBC-AMERITECH** (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.4 At **SBC-13STATE**'s discretion, upon not less than sixty (60) days' written notice to **SPRINT**, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to **SPRINT**'s serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which **SPRINT** receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

- b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to **SPRINT** in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.

11.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, **SPRINT** shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to **SPRINT** through pre-ordering process.

11.2.4.2 Nothing in this Section shall preclude **SPRINT** from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Custom Routing is available upon **SPRINT** request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. **SPRINT** will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. See specific pricing for ULS-IST (**SBC-AMERITECH**) in the Merger Conditions Appendix.

11.5 Switch Ports

11.5.1 In **SBC-7STATE**, a Switch Port is a termination point in the end office switch which includes the central office switch hardware and software required to access all features, functions and capabilities of the local switch, as technically feasible. The charges for Switch Ports are reflected in state specific Appendix Pricing. The Switch Port charge includes the charges for cross connection to the Main Distribution frame or DSX panel, and will permit the transmission or receipt of information over the **SBC-7STATE** local switching network or other networks that are interconnection with the **SBC-7STATE** network.

11.5.1.1 Line Switch Ports – **SBC-7STATE**

- 11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications. When **SPRINT** orders a currently combined Loop/Switch combination in which the loop is served by IDLC, **SPRINT** will pay the applicable loop charge and an Analog Line Port charge.
- 11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When **SPRINT** wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.
- 11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.
- 11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kbps “D” (delta) channel for signaling. When **SPRINT** orders a currently combined Loop/Switch combination in which the loop is served by IDLC, **SPRINT** will pay the applicable loop charge and a BRI Port charge.

11.6.1.2 Trunk Side Switch Ports – **SBC-7STATE**

- 11.6.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.
- 11.6.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.
- 11.6.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.
- 11.6.1.2.4 The Input/Output (I/O) Port provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). **SPRINT** must have access to full functionality of the

switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports requested by **SPRINT** and not otherwise available shall be priced through the Bona Fide Request Process. This means that **SPRINT** does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

11.6.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6.3 **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that **SPRINT** subscribes to for the purpose of delivering traffic from/to a **SPRINT** End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.

12.1.2 **SBC-AMERITECH** provides to **SPRINT** subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

- 12.1.3 ULS-ST permits the **SPRINT** to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 12.1.4 All **SPRINT** local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local **SPRINT** traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.
- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-STATE** network.
- 12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after **SPRINT** purchases ULS-ST.
- 12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. **SPRINT** will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

12.2 Tandem Switching

12.2.1 Tandem Switching is defined as:

- 12.2.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

- 12.2.1.2 the basic switching function of connecting trunks to trunks; and
 - 12.2.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- 12.2.2 Tandem Switching will provide trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different SPRINT (e.g., between a SPRINT end office and the end office of another CLEC).
- 12.2.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed.
- 12.2.4 SBC-13STATE will perform testing through the Tandem Switching element for SPRINT in the same manner and frequency that it performs such testing for itself.
- 12.2.5 To the extent that SBC-7STATE manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow for SPRINT traffic.
- 12.2.6 Where SBC-13STATE provides the Local Switching Network element and the Tandem Switching Network element to SPRINT from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.
- 12.2.7 The charges for Tandem Switching are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

13. INTEROFFICE TRANSPORT

- 13.1 The Interoffice Transport (IOT) network element is defined as SBC-12STATE interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned or controlled by SBC-12STATE, or SPRINT, or between switches owned or controlled by SBC-12STATE or SPRINT. IOT will be provided only where such facilities exist. Other than as specifically set out elsewhere in this agreement, SNET does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 **Unbundled Dedicated Transport**

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a **SPRINT** owned or provided switch. The Parties agree that UDT may not be used to replace access services for end users that are not **SPRINT**'s local subscribers. **SBC-13STATE** shall not restrict the type or jurisdiction of traffic originated by or terminating to **SPRINT**'s local subscribers that **SPRINT** may place on UDT facilities.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to **SPRINT** at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

13.3.3 If requested by **SPRINT**, **SBC-12STATE** shall provision Unbundled Dedicated Transport over existing **SBC-12STATE** SONET facilities which are not otherwise being used by **SBC-12STATE** to provide service. **SBC-12STATE** is not required to construct additional SONET facilities to satisfy **SPRINT**'s request for Unbundled Dedicated Transport.

13.3.4 UDT includes the following elements:

13.3.4.1 **Interoffice Transport** – Is a circuit between two **SBC12-STATE** Wire Centers.

13.3.4.2 **Entrance Facility** – Is a circuit from **SBC-12STATE** serving Wire Center to a location designated by **SPRINT**.

13.3.4.3 **Multiplexing** – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade, including optical multiplexing (i.e., DS1/DS3/OC3/OC12/OC48) as an option on an unbundled basis.

13.3.4.4 Other Optional features are outlined in Appendix Pricing.

13.4 **Diversity**

13.4.1 When requested by **SPRINT** and only where such interoffice facilities exist at the time of the **SPRINT** request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by **SPRINT** shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for **SPRINT** specific diversity, **SBC-12STATE** will advise **SPRINT** of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until **SPRINT** accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until **SPRINT** accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

13.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by **SPRINT** shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as an option with the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by **SPRINT** shall be subject to additional charges as outlined in pricing schedule appendix.

13.7* **PACIFIC**

13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in **SPRINT**'s efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the **SPRINT** from the neighboring ILEC. It is the responsibility of **SPRINT** to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each

* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of **SPRINT**'s order.

13.7.1.2 **Rates:** Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. **DARK FIBER**

14.1 General

14.1.1 Dark fiber is spare fiber that has not been activated through connection to the electronics that "light it", and thereby rendering it capable of carrying communications services. (FCC UNE Remand Paragraph 174.) Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is to CLECs available as described in Section 18.2.1E of the Connecticut Service Tariff.

- 14.1.2 If lightguide cables physically appear at a remote terminal or customer premises (end user) even if not terminated on a fiber optic terminal, those fibers shall be inventoried as “spare.”
- 14.1.3 Spare Dark Fiber is fiber that is spliced in all segments, point to point but not working. The loop fiber segment can be a segment between the serving central office and a remote terminal or a serving central office directly to a customer premise, and as set forth below in Loop Fiber. Interoffice dark fiber is a segment between two Central Offices. Spare fibers do not include fibers set aside and documented for **SBC-13STATE’s** forecasted growth, defective fibers, nor fibers subscribed to by other carriers.
- 14.1.4 Maintenance spares shall be calculated by segment. No competitive local exchange carrier can obtain any more than 25% of the spare dark fiber contained in the segment. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. Before fibers are ordered, **SBC-13STATE** must have an executed Interconnection Agreement with **SPRINT** providing for Dark Fiber.

14.2 Interoffice Dark Fiber

- 14.2.1 **SBC13-STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC13-STATE** Central Offices (CO’s) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC13-STATE** will offer its dark fiber to **SPRINT** when **SPRINT** has collocation space in both **SBC-13STATE** CO's where the fibers terminate.
- 14.2.2 **SBC-13STATE** will provide **SPRINT** with the ability to connect interoffice dark fiber. In each **SBC-13STATE** tandem or end office that serves as the point of termination for each interoffice dark fiber segment, **SBC-13STATE** will provide **SPRINT** an appropriate termination point on a distribution frame or its equivalent. In addition, 13STATE will provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.
- 14.2.3 **SPRINT** will submit dark fiber facility inquiry, giving **SPRINT’s** specific point to point (A to Z) dark fiber requirements. If the dark fiber is available, **SPRINT** may place Access Service Request (ASR) for ordering. In order to secure dark fiber, **SPRINT** must place ASR request for available dark fiber. Dark Fiber will be assigned to **SPRINT** when an ASR is processed. Inquiry facility checks do not reserve Dark Fiber. When **SPRINT** submits a Dark Fiber inquiry, appropriate rates for the inquiry will be charged as outlined in Appendix Pricing.

14.3 Loop Fiber

14.3.1 **SBC-13STATE** will offer loop dark fiber as an unbundled network element. Loop dark fiber is a segment between the serving central office and an end user premise.

14.3.2 At Central Offices (CO's) the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. **SPRINT** access is provided through the same arrangements as for other forms of Loop.

14.3.3 At remote terminals, CEVs and Huts, loop dark fiber will be terminated on an appropriate termination panel at the remote location. **SPRINT** access to the dark fiber will be provided through the same arrangements as for other forms of Sub-Loop.

14.4 Sub-Loop Dark Fiber

14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.1.2.1 Dark Fiber sub-loop segments are explicitly governed by Sub-Loop Section of this APPENDIX and are limited to remote terminal/CEV/Hut outlined below.

14.4.1.2.2 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to **SPRINT** within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. **SPRINT** agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when **SPRINT** submits a request to provide a written estimate for sub-loop(s).

14.4.1.2.3 At **SBC-2STATE** Central Offices's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. **SPRINT** access is provided pursuant Method One which allows for approved collocation access.

14.5 Spare Fiber Inventory Availability

14.5.1 All available spare dark fiber will be offered as is, however **SPRINT** may test the quality of dark fiber to confirm its usability and performance specifications. **SBC-13STATE** will provide to **SPRINT** information regarding location, availability, and loss characteristics of dark fiber within ten (10) business days after receiving a dark fiber facilities actual request for service. No conditioning will be offered. Spare Dark Fiber is fiber that is spliced in all segments, point to point but not assigned. Spare fibers do not include maintenance spares, fibers set aside and documented for SBC's 12 month forecasted growth, defective fibers, or fibers subscribed to by other carriers. No competitive carrier can request any more than 25% of the spare dark fiber contained in the segment.

14.5.2 **SBC-13STATE** shall provide nondiscriminatory access to maintenance fibers as described herein. Maintenance fibers will be excluded from the spare fiber inventory as provided throughout this Section 11 only if **SBC-13STATE** provides the use of maintenance fibers to **SPRINT** on a nondiscriminatory basis with **SBC-13STATE**'s use or that of any other Telecommunications Carrier, including **SBC-13STATE** affiliates or subsidiaries. **SBC-13STATE**'s nondiscriminatory obligation does not have to be met, if **SPRINT**'s need for maintenance fiber (e.g., an outage) was caused by **SPRINT**'s own negligent or willful actions.

14.6 Quantities and Time Frames for ordering Dark Fiber

14.6.1 The minimum number of fiber strands that **SPRINT** can order is two, and must be ordered in multiples of two. The maximum number of fiber strands that **SPRINT** can lease is no greater than 25% of the spare facilities in the segment they are requesting. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities defined above.)

14.6.2 An Inquiry request for dark fibers from **SPRINT** for a particular segment will be responded to in terms of availability within 10 business days from receipt of valid inquiry request. **SBC-13STATE** will respond to **SPRINT**'s request for dark fiber, either accepting or rejecting the request. Any rejection will be accompanied by a Facility Check Response report setting forth the reasons for the rejection. Inquiry facility checks do not reserve Dark Fiber. In order to secure dark fiber, **SPRINT** must submit an ASR for available dark fiber. If available, Dark Fiber will be assigned to **SPRINT** when the ASR is processed.

14.7 Determining Spare Fibers

14.7.1 The **SBC-13STATE**'s organizations will inventory and track spare dark fibers. Spare fibers do not include the following:

14.7.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are as follows:

- 24 fiber cables and less: two maintenance spare fibers
- 36 & 48 fiber cables: four maintenance spare fibers
- 72 & 96 fiber cables: eight maintenance spare fibers
- 144 fibers: twelve maintenance spare fibers
- 216 fibers: 18 maintenance spares
- 288 fibers: 24 maintenance spares
- 432 fibers: 36 maintenance spares
- 864 fibers: 72 maintenance spares.

14.7.1.2 Defective fibers will be subtracted from inventory of spare fibers.

14.7.1.3 **SBC-13STATE** growth fibers. Fibers documented as reserved by **SBC-13STATE** to satisfy its obligation to provide service as a “carrier of last resort” within 12 months of the carrier’s request.

14.7.1.4 Fibers subscribed to by other carriers.

14.7.2 The appropriate engineering organization will maintain records on each fiber optic cable for which **SPRINT** requests dark fiber.

14.7.3 **SPRINT** may not lease more than 25% of **SBC-13STATE** excess dark fiber capacity in a particular local loop or interoffice transport segment. If **SBC-13STATE** can demonstrate within a twelve (12) month period after the date of a provisioned dark fiber ASR, **SPRINT** is not using the leased dark fiber, **SBC-13STATE** may revoke the lease agreement with **SPRINT**, according to Section 14.7.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should **SPRINT** not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers,

SBC-12STATE may revoke SPRINT's access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.

- 14.8.2 SBC-12STATE may reclaim from SPRINT's the right to use dark fiber, whether or not the dark fiber is being utilized by SPRINT, upon twelve (12) months' written notice to SPRINT. SBC-12STATE will provide an alternative facility for SPRINT with the same bandwidth SPRINT was using prior to reclaiming the facility. SBC-12STATE must also demonstrate to SPRINT that the dark fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.

14.9 Limitations

- 14.9.1 Dark fiber is provided as is, however SPRINT may test the quality of dark fiber to confirm its usability and performance specifications. SBC-13STATE will provide to SPRINT information regarding location, availability, and loss characteristics of dark fiber on plant test date within fifteen (15) business days after receiving a dark fiber facilities actual request for service. Dark fiber provides SPRINT the ability to serve local telephone exchange service. Dark fiber is not permitted to be used for displacing SBC-13STATE's existing tariffed access services except to the extent allowed by law.

14.10 Demarcation Points

- 14.10.1 Newly placed demarcation points at both central offices, remote terminals and customer premises will be in an SBC-13STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.11 Installation and Maintenance

- 14.11.1 SBC will install demarcations and place the fiber jumpers from the fiber optic terminations to the demarcation point. SPRINT will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the SPRINT equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

- 15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide **SPRINT** access to its Operations Support Systems Functions as outlined in Appendix OSS. In addition, **SBC-13STATE** shall provide nondiscriminatory access to loop qualification and pre-qualification databases under terms and conditions set forth in Appendix DSL.

18. CROSS CONNECTS

- 18.1 The cross connect is the media between the **SBC-7STATE** UNE and a **SPRINT** designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting **SPRINT** to connect the **SBC-7STATE** UNE to other UNEs or to **SPRINT**'s own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of **SPRINT**, or to leave connected one UNE to another UNE on behalf of **SPRINT** the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.
- 18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 14.3, 14.4 and 14.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC-AMERITECH** and **SNET** refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects for the purpose of **SPRINT** combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

- 18.3.1 2-Wire Analog Loop to UNE
- 18.3.2 4 -Wire Analog Loop to UNE
- 18.3.3 2 -Wire Digital Loop to UNE
- 18.3.4 4 -Wire Digital Loop to UNE
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE for the purpose of **SPRINT** combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:
 - 18.4.1 DS-1 to UNE
 - 18.4.2 DS-3 to UNE
- 18.5 The applicable Switch Port cross connects to the UNE for the purpose of **SPRINT** combining Switch Ports to another **SBC-13STATE** UNE are as follows:
 - 18.5.1 Analog Line Port to UNE
 - 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE
 - 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE
 - 18.5.4 Analog DID Trunk Port
- 18.6 The applicable Loop cross connects for the purpose of **SPRINT** connecting a **SBC SWBT** and **NEVADA** Loop UNE to **SPRINT**'s Collocated facilities are as follows:
 - 18.6.1 2-Wire Analog Loop to Collocation
 - 18.6.2 2-Wire Analog Loop to Collocation (without testing)
 - 18.6.3 4-Wire Analog Loop to Collocation
 - 18.6.4 4-Wire Analog Loop to Collocation (without testing)
 - 18.6.5 2-Wire Digital Loop to Collocation
 - 18.6.6 2-Wire Digital Loop to Collocation (without testing)
 - 18.6.7 4-Wire Digital Loop to Collocation

- 18.6.8 4-Wire Digital loop to Collocation (without testing)
- 18.6.9 DSL Shielded Cross Connect to Collocation
- 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
- 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 18.7 The applicable dedicated transport cross connects for the purpose of **SPRINT** connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to **SPRINT**'s Collocated facilities are as follows (cross Connects to Collocation are tariffed in **SBC-AMERITECH** and **SNET**):
 - 18.7.1 DS-1 to Collocation
 - 18.7.2 DS-3 Collocation
 - 18.7.3 OC-3 to Collocation
 - 18.7.4 OC-12 to Collocation
 - 18.7.5 OC-48 to Collocation
- 18.8 The applicable Switch Port cross connects for the purpose of **SPRINT** connecting a **SBC-SWBT** and **NEVADA** Switch Port UNE to **SPRINT**'s Collocated facilities are as follows:
 - 18.8.1 Analog Line Port to Collocation
 - 18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation
 - 18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation
 - 18.8.4 Analog DID Trunk Port to Collocation
 - 18.8.5 DS1 Trunk Port to Collocation
- 18.9* The applicable cross connects for the purpose of **SPRINT** connecting a **PACIFIC** Loop, UDT or Switch Port UNE to a **SPRINT** Collocated facility are as follows:
 - 18.9.1 Voice Grade/ISDN EISCC*
 - 18.9.2 DS-0 EISCC*
 - 8.9.3 DS-1 EISCC*

18.9.4 DS-3 EISCC*

* EISCC = Extended Interconnection Services Cross Connect

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs areas as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Loop with **SPRINT's** own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

* Sections 18.9, and 18.11, through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.12* The applicable Unbundled Dedicated TransPort cross connects to the Adjacent Location Method of accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Unbundled Dedicated Transport with **SPRINT**'s own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.12.2 DS-3 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of **SPRINT** combining a **PACIFIC** Switch Port with **SPRINT**'s own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

18.13.2 ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 2 -Wire Analog Loop to Analog line Port

18.14.2 2 -Wire Digital Loop to ISDN BRI Port

19. SYNCHRONIZATION

19.1 Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

19.2 Where synchronization is provided, **SBC-13STATE** will provide synchronization to equipment that is owned by **SBC-13STATE** and is used to provide a network element to **SPRINT** in the same manner that **SBC-13STATE** provides synchronization to itself.

20. RESERVATION OF RIGHTS

20.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The

Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, or that any UNE and/or UNE combination should be added to the list of UNEs identified in the UNE Remand Order, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element provided in Section 2.9 of General Terms & Condition's.

EXHIBIT A**ILLUSTRATIVE CALL FLOWS
(USAGE-SENSITIVE ULS-ST RATE ELEMENTS)**

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls:

1. CLEC A (UNE) ULS-ST port originating and **SBC-AMERITECH** port terminating:

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signalling

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **SBC-AMERITECH** port originating and CLEC A (UNE) ULS-ST port terminating

CLEC A is charged:

ULS – T Usage

SBC-AMERITECH is charged:

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating
CLEC A is charged:
ULS – T Usage
6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating
CLEC A is charged:
ULS – T Usage
7. CLEC A (UNE) port originating and CLEC (Resale services) terminating
CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T rate)
8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating
CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
9. CLEC (FBN) Originating to CLEC A (UNE) Terminating
CLEC A is charged:
ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC
If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – O Usage
SS7 Signaling
If call is routed to IXC POP via **SBC-AMERITECH** Tandem—
CLEC A is charged:
ULS – O Usage
SS7 Signaling
ULS-ST Common Transport Usage

ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—

CLEC A is charged:

ULS – T Usage

If call is routed from IXC POP via SBC-AMERITECH Tandem—

CLEC A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

APPENDIX WP

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APPENDIX WP (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to **SPRINT**'s switched-based service or **SPRINT**'s leasing of unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 **SBC-AMERITECH**- Except where expressly stated, the terms and conditions for **SPRINT**'s switch-based service, **SPRINT**'s leasing of unbundled switch ports, and conditions for including **SPRINT** End User listings in **SBC-AMERITECH** White Pages directories as well as distribution of such directories to **SPRINT** and/or **SPRINT** End User's is a product offering available through a non-regulated subsidiary of **SBC-AMERITECH**.

2. SERVICE PROVIDED

- 2.1 **SBC-8STATE** publishes White Pages (WP) directories for geographic areas in which **SPRINT** also provides local exchange telephone service, and **SPRINT** wishes to include alphabetical listings information for its End Users in the appropriate **SBC-8STATE** White Pages directories.
- 2.2 **SPRINT** also desires distribution to its End Users of the WP directories that include listings of **SPRINT**'s End Users.
- 2.3 Subject to **SBC-8STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-8STATE** will include in appropriate WP directories the primary alphabetical listings of all **SPRINT** End Users located within the local directory scope. The rules, regulations and **SBC-8STATE** practices are subject to change from time to time, and, unless otherwise specified in this Appendix, shall be applied on a nondiscriminatory basis throughout the term of this Agreement.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, **SPRINT** shall furnish to **SBC-8STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to **SPRINT** End Users located within the local directory scope, along with such additional information as **SBC-8STATE** may require to prepare and print the alphabetical listings of said directory.

- 2.5 **SPRINT** may provide **SPRINT**'s subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.
- 2.6 **SPRINT** may choose to have its End User listings alphabetically interfiled (interspersed) **SBC-8STATE** subscriber listings or published in a separate section of the WP directory. **SBC-8STATE**, at its option, may impose an additional charge associated with separating **SPRINT** End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, **SBC-8STATE** shall provide **SPRINT** a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each **SPRINT** End User. **SPRINT** shall review this verification list and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.
- 2.7 Each **SPRINT** subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories. **SBC-8STATE** has no obligation to provide any additional White Page directories above the directories provided to **SPRINT** or **SPRINT** customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, **SPRINT** may provide to **SBC-8STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-8STATE** will deliver the remaining directories included in **SPRINT**'s order in bulk to an address specified by **SPRINT**.
- 2.8 **SBC-8STATE** will provide **SPRINT** with 1/8th page in each directory (where **SPRINT** has or plans to have local telephone exchange customers) for **SPRINT** to include **SPRINT** specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. Sixty (60) calendar days prior to the directory close date, **SPRINT** shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of **SPRINT**'s camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at **SPRINT**'s request, subject to the guidelines set forth above.
- 2.9 At its request, **SPRINT** may purchase one one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where **SPRINT** provides local telecommunications exchange service. Such page shall be no different

in style, size, color and format than SBC-8STATE “Informational Pages”. Sixty (60) calendar days prior to the directory close date, SPRINT shall provide to SBC-8STATE the “Informational Page” in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SPRINT authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE’s appropriate printed WP directory and SBC-13STATE’s directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and release of SPRINT listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE’s use of SPRINT’s subscriber listing information in SBC-13STATE’s current and future directory assistance and directory assistance related products and services.
- 3.2 At SPRINT’s written request, SBC-8STATE shall transmit SPRINT’s End User listing information to designated third party directory publishers (limited to publishers that SBC-8STATE transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

4. PRICING

- 4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If SPRINT provides its subscriber listing information to SBC-8STATE’s listings database, SBC-8STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to SPRINT End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to SPRINT. Included in this rate, SPRINT will receive for its End User, one primary listing in SBC-8STATE’s WP directory, a listing in SBC-8STATE’s directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either SPRINT’s End Users, or in bulk to SPRINT location. SBC-8STATE has no obligation to warehouse WP directories for SPRINT or provide WP directories to SPRINT’s End Users subsequent to the annual distribution of newly published directories.
- 4.2 SBC-8STATE has no obligation to provide any additional WP directories above the number of directories forecast by SPRINT per Section 2.5 above. While SBC-8STATE has no obligation to provide WP directories to SPRINT or SPRINT End Users after the annual distribution of newly published directories, SBC-8STATE will in good faith attempt to accommodate SPRINT requests for “Subsequent” directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled

subject to availability. In such event, SBC-8STATE will provide the directories in bulk to SPRINT and will assess a per book charge.

- 4.3 Where a SPRINT End User requires additional listings to appear in the WP directory, SBC-8STATE will assess SPRINT a charge for such listings at existing SBC-8STATE tariff rates. An additional charge at SBC-8STATE's tariff rate applies when SPRINT wishes to list an End User in SBC-8STATE's directory assistance database but does not wish to have its End-User listed in SBC-8STATE's WP directory. In addition, for those SPRINT End Users served by SPRINT via a SBC-8STATE unbundled switch port, SPRINT may elect to have its End User unlisted and the listing not published in SBC-8STATE's WP directory at SBC-8STATE's tariff rate for those nonpublished, nonlisted services.
- 4.4 For inclusion of SPRINT "Informational Page" in the WP directory, SBC-8STATE shall charge SPRINT an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, SBC-8STATE shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SBC-8STATE authorize any other company or any person to use the subscriber listing information for any other purpose. SBC-8STATE shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC-8STATE takes to protect its own listings from unauthorized use), whether by SBC-8STATE, its agents, employees or others.

6. LIABILITY

- 6.1 SPRINT hereby releases SBC-8STATE from any and all liability for damages due to errors or omissions in SPRINT's subscriber listing information as provided to SBC-8STATE under this Appendix, and/or SPRINT's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 Except to the extent caused by gross negligence, or willful misconduct on the part of SBC-8STATE, SPRINT shall indemnify, protect, save harmless and defend SBC-8STATE (or SBC-8STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in SPRINT's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and SBC-8STATE, and/or against SBC-8STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in SPRINT's subscriber listing information in the WP directory, SBC-8STATE may, at its option, assume and

undertake its own defense, or assist in the defense of **SPRINT**, in which event **SPRINT** shall reimburse **SBC-8STATE** for reasonable attorney's fees and other expenses incurred by **SBC-8STATE** in handling and defending such demand, claim and/or suit.

- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-8STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix shall continue in force for one (1) year. Provided however, either Party may seek to terminate this Appendix by providing sixty (60) calendar days prior written notice by either Party to the other. Upon termination, **SBC-8STATE** shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by **SPRINT**, and shall promptly return such subscriber listing information to **SPRINT**.
- 8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX WP**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order
SWBT				

1 Subject to Availability

APPENDIX HOSTING

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APPENDIX HOSTING**1. INTRODUCTION**

1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region network or via the nationwide Centralized Message Distribution System (CMDS).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; 2) Intercompany Revenue Settlement Services; and (**SBC-AMERITECH** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").

1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.

1.3 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.

1.3.1 CLECs interested in CMDS Hosting by SNET may contact:

SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370

1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.5 As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

- 1.6 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 As used herein, SBC-IL means the applicable above listed ILEC(s) doing business in Illinois.
- 1.9 As used herein, SBC-MI means the applicable above listed ILEC(s) doing business in Michigan.
- 1.10 As used herein, PACIFIC means the applicable above listed ILEC(s) doing business in California.
- 1.11 As used herein, NEVADA means the applicable above listed ILEC(s) doing business in Nevada.
- 1.12 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.13 The prices at which SBC-7STATE and SBC-AMERITECH agrees to provide CLEC Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System”** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.
- 2.2 **“Centralized Message Distribution System” (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

- 2.3 **“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 Ohio bell Telephone Company (Ameritech)
 - 2.3.13 Michigan Bell Telephone Company (Ameritech)
 - 2.3.14 Indiana Bell Telephone Company (Ameritech)
 - 2.3.15 Illinois Bell Telephone Company (Ameritech)
 - 2.3.16 Wisconsin Bell Telephone Company (Ameritech)
 - 2.3.17 Northwestern Bell Telephone Company
 - 2.3.18 Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company
 - 2.3.22 Southern New England Telephone Company
 - 2.3.23 Cincinnati Bell Telephone Company
- 2.4 **“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.
- 2.5 **“Full Status Revenue Accounting Office (RAO)”** – CLEC that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.
- 2.6 **“In Region Hosting” (SBC-SWBT only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.

- 2.7 **“Intercompany Settlements”** (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.
- 2.8 **“Local Exchange Carriers (LECs) or “Exchange Carriers (ECs) ”** - facilities-based providers of local telecommunication services.
- 2.9 **“Message Distribution (Transmission)”** is a collection of data designated to be delivered to the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **“Non-Intercompany Settlement (NICS)”** (**SBC-AMERITECH** only) is a revenue exchange process for messages which originate from CLEC and bill to **SBC-AMERITECH** and message which originate from **SBC-AMERITECH** and bill to CLEC. NICS messages must originate and bill within the same **SBC-AMERITECH** Company.
- 2.11 **“Non-Full Status Revenue Accounting Office (RAO)”** - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 All data forwarded from the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (**SBC-7STATE**) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

- 3.3 If CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.
- 3.4 (**SBC-7STATE** only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. DESCRIPTION OF BILLING SERVICES

- 4.1 (**SBC-AMERITECH**) Monthly Billing
- 4.1.1 Each month, **SBC-AMERITECH** shall calculate the total amount due. This calculation will include:
- 4.1.1.1 Transmission fee
- 4.1.1.2 ICS settlement processing fee
- 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
- 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3 **SBC-AMERITECH** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 **SBC-AMERITECH** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC must provide **SBC-AMERITECH** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has

been assigned by Telcordia Technologies (previously Bellcore). **SBC-AMERITECH** advise Telcordia Technologies to convert the RAO code.

- 4.1.6 CLEC subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO may continue this service using **SBC-AMERITECH** RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.
- 4.1.7 If access records are received from the CMDS system, **SBC-AMERITECH** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **SBC-AMERITECH** and CLEC shall send/receive data in EMI format. **SBC-AMERITECH** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9 CLEC may return to **SBC-AMERITECH** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **SBC-AMERITECH** and the charges therefore deducted for reimbursement amount owing to **SBC-AMERITECH**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 **(SBC-AMERITECH)** INTERCOMPANY SETTLEMENT (ICS)

- 4.2.1 **SBC-AMERITECH** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
 - 4.2.1.1 The call must be transported by a LEC.
 - 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
 - 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.

4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between SBC-AMERITECH and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (SBC-AMERITECH) NON-INTERCOMPANY SETTLEMENT (NICS)

4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC-AMERITECH and billed by the CLEC, or messages originated by the CLEC and billed by SBC-AMERITECH within the same SBC-AMERITECH State. For example, an alternately billed call originating within AM-IL territory and billed to a CLEC within AM-IL would be covered by this section; a call originating within AM-MI but billing outside of AM-MI would not be NICS.

4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.

4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC-AMERITECH and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.

4.3.4 CLECs subscribing to Hosting services with SBC-AMERITECH prior to the effective date of this agreement and sharing an SBC-AMERITECH RAO, may continue this service using SBC-AMERITECH's RAO. One exception is when the CLEC is providing Hosting service using SBC-AMERITECH as an intermediary. In this situation, a Full Status RAO is required.

4.3.5 For calls originating and billing within a non- SBC-AMERITECH state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

5.1 In SBC-SWBT, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.

5.1.1 As part of this per record charge, the Hosting Company will provide Confirmation and /or Error Reports and any Intercompany

Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).

- 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to the CLEC.
- 5.2 (**SBC-AMERITECH** only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.
- 5.3 (**SBC-AMERITECH** only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. 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.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening

law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

**APPENDIX DSL
(Including Line Sharing or HFPL)**

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APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-12STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 SBC-13STATE agrees to provide SPRINT with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for SPRINT to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from SBC-13STATE’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-13STATE’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147, and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”), and Third Report and Order On Reconsideration in CC Docket on 98-147 and Fourth Report and Order on Reconsideration in CC Docket No.96-98 (rel. January 19, 2001)(“Line Sharing Remand Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-13STATE** shall only make the HFPL available to **SPRINT** in those instances where **SBC-13STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “Continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “Proof of Continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “xDSL Capable Loop” is a loop that a **SPRINT** may use to deploy xDSL technologies.

- 2.10 “Acceptance Testing” shall be defined as the joint testing for xDSL loops between **SBC-13STATE**’s Technician, its Local Operations Center (“LOC”), and the **SPRINT** designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“Plan of Record” or “POR”) refers to **SBC-13STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.12 The “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.13 “Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes **SBC-13STATE**’s HFPL offering unless otherwise noted.
- 3.2 **SBC-13STATE** will provide a loop for **SPRINT** to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. **SBC-13STATE** will not impose limitations on the transmission speeds of xDSL services; provided, however, **SBC-13STATE** does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, **SPRINT** may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 Upon the request of **SPRINT**, **SBC-13STATE** will place a NID equipped with a half ringer device, if one is not present, and **SPRINT** will pay all costs associated with the placement except when **SBC-13STATE** is dispatched on a repair, maintenance, or installation visit to the premise by **SPRINT**. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, **SBC-13STATE** will charge **SPRINT** for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in **SBC-13STATE** network, **SBC-13STATE** will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to **SPRINT**.

- 3.4 **SBC-13STATE** shall not deny **SPRINT**'s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless **SBC-13STATE** has demonstrated to the state commissions in accordance with FCC orders that **SPRINT**'s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.5 In the event **SPRINT** wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, **SPRINT** will provide documentation describing that action to **SBC-13STATE** and the state commission before or at the time of its request to deploy such technology within **SBC-13STATE**. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
- 3.6 In the event **SPRINT** wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on **SPRINT** to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.7 Liability
- 3.7.1 Notwithstanding any other provision of this Appendix, each Party, whether **SPRINT** or **SBC-13STATE**, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on **SBC-13STATE** facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Appendix, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party's end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Appendix.
- 3.7.2 For any technology, **SPRINT**'s use of any **SBC-13STATE** network element, or its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-13STATE** services, cause damage to **SBC-13STATE**'s plant, impair the privacy of a communications carried over **SBC-13STATE**'s facilities or create hazards to employees or the public.

Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-13STATE** may discontinue or refuse service if **SPRINT** violates this provision, provided that such termination of service will be limited to **SPRINT**'s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-13STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, **SPRINT** demonstrates that their use of the network element is not the cause of the network harm. If **SBC-13STATE** does not believe **SPRINT** has made the sufficient showing of harm, or if **SPRINT** contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Appendix. Any claims of network harm by **SBC-13STATE** must be supported with specific and verifiable supporting information.

3.8 Indemnification

- 3.8.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnatee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee (i.e., **SBC-12STATE**) and Indemnatee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
- 3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.7.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.8.3 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such

process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnatee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnatee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnatee's liability.

3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, **SPRINT** will, at the time of ordering, notify **SBC-13STATE** as to the Power Spectral Density (PSD) mask of the technology **SPRINT** will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a **SPRINT** may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at **SPRINT**'s request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.

- 4.1.2 2-Wire Digital Loop (e.g., ISDN/IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.
- 4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a **SPRINT** may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at **SPRINT**'s request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.4 Sub-Loop: In locations where **SBC-13STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-13STATE** will make the following options available to **SPRINT**:
- 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, **SPRINT** has the option of requesting **SBC-13STATE** to make copper facilities available (subject to Section 4.6 below).
- 4.1.4.2 **SPRINT** has the option of collocating a DSLAM in **SBC-13STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When **SPRINT** collocates its DSLAM at **SBC-13STATE** RTs, **SBC-13STATE** will provide **SPRINT** with unbundled access to subloops to allow **SPRINT** to access the copper wire portion of the loop.
- 4.1.4.3 Where **SPRINT** is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-13STATE** has placed a DSLAM in the RT, **SBC-13STATE** must unbundle and provide access to its packet switching. **SBC-13STATE** is relieved of this unbundling obligation only if it permits a requesting **SPRINT** to collocate its DSLAM in **SBC-13STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

- 4.1.5 When **SBC-13STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. **SPRINT** will provide **SBC-13STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology **SPRINT** will deploy. If the technology does not have a PSD mask, **SPRINT** shall provide **SBC-13STATE** with a technical description of the technology (including power mask) for inventory purposes.
- 4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a “buffer zone” to ensure the integrity of voice band traffic.
- 4.2 When **SBC-13STATE** traditional retail POTS services are disconnected, **SBC-13STATE** will notify **SPRINT** that POTS service is being disconnected. **SPRINT** will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to underlying Pricing Appendix. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC-13STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-13STATE** is not the retail POTS provider
- 4.5 **SPRINT** may provide voice and data services over the same loop by engaging in “line splitting” as set forth in paragraph 323-29 of the FCC’s Texas 271 Order (CC Docket 00_65 (FCC 00-238), released June 30, 3, 2000.) Consistent with that Order, SWBT shall not be required to provide low frequency voice service to **SPRINT** “A” and high frequency data service to **SPRINT** “B” on the same loop. Any line splitting between two CLEC’s shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix, or any SWBT splitters. **SPRINT** shall provide any splitters used for line splitting. To implement line splitting, **SPRINT** may order, including using supporting OSS, loops, unbundled switching, collocator-to-collocator connections and available cross-connects, under the terms and conditions set forth in this Agreement.
- 4.6 **SBC-13STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-13STATE** shall be under no

obligation to provide HFPL where **SBC-13STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, **SPRINT** will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. **SPRINT** shall pay **SBC-13STATE** for conditioning performed at **SPRINT**'s request pursuant to Sections 7.1 and 7.2 below.

- 4.7 For each loop (including the HFPL), **SPRINT** shall at the time of ordering notify **SBC-13STATE** as to the PSD mask of the technology **SPRINT** intends to deploy on the loop. If and when a change in PSD mask is made, **SPRINT** will immediately notify **SBC-13STATE**. Likewise, **SBC-13STATE** will disclose to **SPRINT** upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-13STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), **SPRINT** shall provide **SBC-13STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 In the event that **SBC-13STATE** rejects a request by **SPRINT** for provisioning of advanced services, **SBC-13STATE** will disclose to the requesting **SPRINT** information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.
- 4.9 **SBC-13STATE** will not deny a requesting **SPRINT**'s right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting **SPRINT** can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.
- 4.9.1 Upon request by **SPRINT**, **SBC-13STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct **SPRINT**, at **SPRINT**'s expense, to a third party laboratory of **SPRINT**'s choice for such evaluation.
- 4.9.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-13STATE** will provide a loop to support the new technology for **SPRINT** as follows:

- 4.9.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-13STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
- 4.9.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.
- 4.10 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-13STATE** or another **SPRINT** claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-13STATE** or that other **SPRINT** must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-13STATE** or a **SPRINT** demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.
- 4.11 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-13STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-13STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. **HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES**

5.1 Splitter ownership:

- 5.1.1 Option 1: **SPRINT** will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in **SPRINT**'s collocation arrangement area (whether caged or cageless) consistent with **SBC-13STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-**

13STATE will install, provision and maintain splitters under the terms of virtual collocation.

5.1.1.1 When physically collocated and choosing Option 1 above, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the **SPRINT** will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by **SPRINT**s. It is recommended that **SPRINT** provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-13STATE** will install the splitter in an **SBC-13STATE** bay and **SBC-13STATE** will access the splitter on behalf of the **SPRINT** for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, provided however, SBC reserves the right to withdraw this voluntary offer upon a minimum of 6 months notification to **SPRINT**. SBC will determine where such SBC-owned splitters will be located in each central office. SBC- owned splitters will be placed in a common area accessible to **SPRINT**s if space is available. When placed in common areas accessible to **SPRINT**s, **SPRINT**s will have test access at the line side of the splitter. Upon **SPRINT**'s request, SBC will perform testing and repair at the SBC-owned splitter on behalf of **SPRINT**. In the event that no trouble is found at the time of testing by SBC, **SPRINT** shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. **SPRINT** will not be permitted direct physical access to the MDF or the IDF, for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: **SPRINT** will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). **SPRINT**'s failure to submit a forecast for a given office may affect provisioning intervals. In the event **SPRINT** fails to submit a forecast in a central office which does not have available splitter ports, SBC

shall have an additional ten (10) business days to install **SPRINT**'s line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in **SPRINT**s Collocation Application. Installation intervals will be consistent with the collocation intervals for the applicable state.

- 5.1.2.1.2 Forecasts will be non-binding on both ILECs and **SPRINT**. As such, **SBC-13STATE** will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.
 - 5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-13STATE** locations. Connecting Block layouts will reflect standard recognizable arrangements and will be wired out in contiguous 100 pair complements, and numbered 1-100. All arrangements must be consistent with **SBC-13STATE**'s Operational Support Systems ("OSS").
 - 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
 - 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.
 - 5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify **SPRINT** of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. **SPRINT** shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.
 - 5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.
- 5.2 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-13STATE** locations. In situations where **SPRINT** owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts

will reflect standard recognizable arrangements that will work with **SBC-13STATE** Operations Support Systems (“OSS”).

- 5.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.4 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.
- 5.5 From time to time, **SBC-13STATE** may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by **SBC-13STATE** to last more than fifteen (15) minutes, SBC shall notify **SPRINT**.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 General: **SBC-13STATE** will provide **SPRINT** with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-13STATE**’s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC’s UNE Remand Order, **SPRINT** will be given nondiscriminatory access to the same loop makeup information that **SBC-13STATE** is providing any other **SPRINT** and/or **SBC-13STATE**’s retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-13STATE**’s pre-qualification will provide a near real time response to **SPRINT** queries. Until replaced with OSS access as provided in 6.1, **SBC-13STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to **SPRINT** and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, **SBC-13STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow **SPRINTs**, as well as **SBC-13STATE**’s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
 - 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return

information in all fields described in SBC's Plan of Record when such information is contained in **SBC-13STATE**'s electronic databases. **SPRINT** will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. **SPRINT** will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.

6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. **SPRINT** will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to **SPRINT**.

6.4.2 If **SPRINT** elects to have **SBC-13STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-13STATE**'s affiliate, whichever is less.

6.4.3 If the results of the loop qualification indicate that conditioning is available, **SPRINT** may request that **SBC-13STATE** perform conditioning at charges set forth in Appendix Pricing. **SPRINT** may order the loop without conditioning or with partial conditioning if desired.

6.4.4 For HFPL, if **SPRINT**'s requested conditioning will degrade the customer's analog voice service, **SBC-13STATE** is not required to condition the loop. However, should **SBC-13STATE** refuse **SPRINT**'s request to condition a loop, **SBC-13STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: **SBC-13STATE** will not guarantee that the local loop(s) ordered will perform as desired by **SPRINT** for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. **SPRINT**-requested testing by **SBC-13STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where **SPRINT** has requested that no conditioning be performed, **SBC-13STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at **SPRINT**'s request, **SBC-13STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to **SPRINT** any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-13STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to **SPRINT**.
- 7.2 Subject to Section 6.4.4 above, **SPRINT** shall designate, at **SPRINT**'s sole option, what loop conditioning **SBC-13STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.4 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-13STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.5 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-13STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon **SPRINT**'s end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require

conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.

- 7.6 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.
- 7.7 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event **SPRINT**'s end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.8 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.9 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.10 **SPRINT**, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

- 8.1 **SBC-13STATE** and **SPRINT** agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-13STATE** provides HFPL, continuity is generally assumed as **SBC-13STATE** retail POTS service is operating at the time of the order. Generally, **SBC-13STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **SBC-13STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.

- 8.2 Should SPRINT desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.3 If the LSR was placed without a request for Acceptance Testing, and SPRINT should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.4 Acceptance Testing Procedure:
- 8.4.1 Upon delivery of a loop to/for SPRINT, SBC-13STATE's field technician will call the LOC and the LOC tester will call a toll free number provided by SPRINT to initiate performance of a series of Acceptance Tests.
- 8.4.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the SBC-13STATE field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 8.4.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the SBC-13STATE field technician will not perform a short or open circuit due to technical limitations.
- 8.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, SPRINT will provide SBC-13STATE with a confirmation number and SBC-13STATE will complete the order. SPRINT will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
- 8.4.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with SPRINT on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release SPRINT representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-13STATE will re-contact the SPRINT representative to repeat the Acceptance Test. When the aforementioned test parameters are met, SPRINT will provide SBC-13STATE with a confirmation number and SBC-13STATE will complete the order. If SPRINT xDSL service does not function as desired, yet test parameters are met, SBC-13STATE will still close the order. SBC-13STATE will not complete an order that fails Acceptance Testing.

- 8.4.4 Until such time as **SPRINT** and **SBC-13STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, **SPRINT** agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-13STATE** agrees that should **SPRINT** open a trouble ticket and an **SBC-13STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-13STATE** fault), **SBC-13STATE**, upon **SPRINT** request, will adjust **SPRINT**'s bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.4.5 **SBC-13STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by **SPRINT** when **SPRINT** cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill **SPRINT** as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.7 below.
- 8.4.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-13STATE** error as determined through standard testing procedures, **SPRINT** will be credited for the cost of the Acceptance Test. Additionally, **SPRINT** may request **SBC-13STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.7 below.
- 8.4.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.5 Acceptance Testing Billing

- 8.5.1 **SPRINT** will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.

8.6 Cooperative Testing: **SBC-13STATE** (**SBC-AMERITECH/SBC-SNET/SBC-PACIFIC/SBC-NEVADA**)

8.6.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact **SPRINT** for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.6.2 If the loop passes the “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.

8.6.2.1 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with **SPRINT** on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release **SPRINT** representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact **SPRINT** for another cooperative testing.

8.6.2.2 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by **SPRINT** when **SPRINT** cannot provide a “live” representative (through no answer or placement on hold) for **over ten (10) 30 (thirty)** minutes. **SBC-13STATE** may then close the trouble ticket, document the time and reason, and may bill **SPRINT** as if the Cooperative Test had been completed. The **SBC-13STATE** field technician will call the LOC and the LOC will contact **SPRINT** for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.6.3 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by **SPRINT** when **SPRINT** cannot provide a “live” representative (through no answer or placement on hold) for over **ten (10) thirty (30)** minutes. **SBC-AMERITECH/SBC-PACIFIC/SBC-SNET/SBC-NEVADA** may then close the trouble ticket, document

the time and reason, and may bill **SPRINT** as if the Cooperative Test had been completed.

8.7 The charges for Acceptance and Cooperative Testing shall be as follows:

REGION	TARIFF	USOC	FIRST HALF HR./FRACTION**	ADDITIONAL **
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	UBCX+	\$40.92	\$22.60
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)	UBC++	\$40.21/\$32.72	N/A
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	UBC++	\$44.00	\$23.00
<u>SNET</u>	<u>FCC No. 39; Sec. 8.3.1.B</u>	UBC+	<u>\$57.36</u>	<u>\$26.37</u>
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	UBCX+	\$33.51	\$21.32

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

If requested by **SPRINT**, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

8.8 Line Sharing Turn-Up Testing Procedures:

8.8.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.

8.8.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.

8.8.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. **SPRINT** will not be billed for the Line Sharing Turn-Up Test described in 8.7 above.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or

voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-13STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-13STATE** shall attempt to notify the end user and **SPRINT** for permission any time **SBC-13STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-13STATE** may proceed with repair of the voice circuit if unable to reach end-user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. Rather such commitments are contained in Appendix Performance Measurements.

- 9.3 **SBC-13STATE** will provide resolution of **SPRINT**-referred trouble tickets for the HFPL in parity with repair intervals **SBC-13STATE** provides its advanced services affiliates for the HFPL.

9.3.1 If **SPRINT** opens a trouble ticket for the HFPL portion of the loop to **SBC-13STATE** and the problem is determined to be in **SPRINT**'s network, **SPRINT** will pay **SBC-13STATE** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.7 above) upon closing the trouble ticket.

9.3.2 SBC-owned line splitters:

9.3.2.1 **SBC-13STATE** will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals **SBC-13STATE** provides its advanced services affiliates, whichever is less, for trouble reports on the HFPL only referred by **SPRINT** where the voice service has not been impacted after such trouble has been isolated to the **SBC-13STATE** central office.

9.3.3 **SPRINT**-owned line splitters:

9.3.3.1 If **SBC-13STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by **SPRINT** data equipment or splitter, **SBC-13STATE** will notify **SPRINT** and request a trouble ticket and a committed restoration time from **SPRINT** for clearing the reported trouble.

9.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by **SPRINT**. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either **SPRINT** or **SBC-13STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-13STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

- 9.3.5 When **SPRINT** resolves the trouble condition in its equipment, **SPRINT** will contact **SBC-13STATE** to restore the HFPL.
- 9.3.6 In the event the trouble is identified and corrected in **SPRINT** equipment, **SBC-13STATE** will charge **SPRINT** the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where **SPRINT** has requested recommended conditioning not be performed, **SBC-13STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at **SPRINT**'s request, **SBC-13STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to **SPRINT** any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-13STATE** will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 **SBC-13STATE** will provide **SPRINT** access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a **SPRINT** utilizing MLT intrusive test scripts, **SPRINT** must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. **SPRINT** may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. **SPRINT** shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on **SPRINT**'s trouble documentation for non-mechanized tests.
- 9.6 **SPRINT** hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-13STATE** facilities and hereby agrees to release, defend and indemnify **SBC-13STATE**, and hold **SBC-13STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-13STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by **SPRINT**.
- 9.7 **SBC-13STATE** will not guarantee that the local loop (s) ordered will perform as desired by **SPRINT** for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. **SPRINT**-requested testing by **SBC-13STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.

- 9.8 **SPRINT** shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-13STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 **SPRINT** will advise **SBC-13STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. **SPRINT**, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, **SPRINT** will notify **SBC-13STATE** as to the type of PSD mask **SPRINT** intends to use on the ordering form, and if and when a change in PSD mask is made, **SPRINT** will notify **SBC-13STATE**. **SPRINT** will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-13STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-13STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-13STATE** shall not deny **SPRINT** a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-13STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a **SPRINT** or by **SBC-13STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-13STATE** and **SPRINT** will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-13STATE** will, upon request from **SPRINT**, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, **SBC-13STATE** and **SPRINT** agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.
- 10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then **SBC-13STATE** and/or **SPRINT** must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the HFPL and associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 Neither SBC-AMERITECH nor SNET own a LIDB. Additionally, SNET does not own a CNAM Database. Both SBC-AMERITECH and SNET obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to SPRINT's data storage and administration of SPRINT's Line Records for accounts provided using SBC-AMERITECH's and/or SNET's unbundled local switch ports. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between SPRINT and SNET DG. Any use of the possessive in this Agreement as applied to SBC-AMERITECH and SNET will not indicate ownership but shall have the relationship described in this paragraph 2.1.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including SBC-13STATE that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 2.3 **“Personal Identification Number” (PIN)** means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.

2.5 “**Query Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH STP to the SCP where LIDB resides and back.

2.6 “**Validation Information**” means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

3.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require SPRINT to update its Line Records with new or different information. .

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides SPRINT with the capability to access, create, modify or update SPRINT’s Line Record Information in LIDB when such records are associated with SPRINT’s subscriber accounts that are provided only on SPRINT’s own end office switch.

4.2 SPRINT cannot use any of the unbundled, electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix to access any Line Records SPRINT might have in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH’s LIDB that are administered by a company other than SPRINT. This includes, but is not limited to, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH retail accounts, SPRINT’s accounts administered by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based CLEC’s with unbundled access to SBC-SWBT, PACIFIC, SNET, SBC-

AMERITECH's LIDB administrative systems that is equivalent to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's own service order entry process. Service Order Entry Interface allows SPRINT to electronically transmit properly formatted records from SPRINT's service order process or other data source into the LIDB administrative system. SBC-SWBT also provides the Service Order Entry Interface to requesting SPRINTs that use SBC-SWBT's UNE local switch ports. PACIFIC, SBC-AMERITECH, and SNET will also provide requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

- 4.3.1.2 SPRINT will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH with a security gateway for SPRINT's access to the Service Order Entry Interface. The RAF will verify the validity of SPRINT's transmissions and limit SPRINT's access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's Service Order Entry Interface. SPRINT does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with the file transfer protocol specifications SPRINT will use to administer SPRINT's data over the Service Order Entry Interface. SPRINT acknowledges that transmission in such specified protocol is necessary for SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to provide SPRINT with Data Base Administration and Storage.
- 4.3.1.4 SPRINT can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system or SPRINT can choose to use this interface in conjunction with the Interactive Interface SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix. SPRINT understands that if it chooses to use only the Service Order Entry Interface, SPRINT will not have access to any data administration capabilities available solely to the Interactive Interface that SPRINT has chosen not to use.
- 4.3.1.5 SPRINT understands and agrees that its access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system through the Service Order Entry Interface will be limited to

its subscribers' Line Records that are not assigned to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH for administration.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides SPRINT with unbundled access to PACIFIC's and SBC-SWBT's LIDB administrative systems that is equivalent to PACIFIC's and SBC-SWBT's access at its LIDB DBAC. Interactive Interface provides SPRINT with the ability to have its own personnel access SPRINT's records via an application screen that is presented on a computer monitor. Once SPRINT has accessed one of its Line Records, SPRINT can perform all of the data administration tasks PACIFIC's and/or SBC-SWBT's LIDB DBAC personnel can perform on PACIFIC's and/or SBC-SWBT's own Line Records. SBC-AMERITECH and SNET will provide SPRINT with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 SPRINT's access to the LIDB administrative system through the Interactive Interface will be limited to SPRINT's subscribers' Line Records that are not assigned to PACIFIC and/or SBC-SWBT for administration.
- 4.3.2.3 SPRINT's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for SPRINT's access to the Interactive Interface. The RAF will verify the validity of SPRINT's transmissions and limit SPRINT's access to the Interactive Interface and the LIDB administrative system. SPRINT does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 SPRINT will use hardware and software that is compatible with the LIDB administrative system SPRINT will access through the Interactive Interface.
- 4.3.2.5 SPRINT can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or SPRINT can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides under this Appendix. SPRINT understands and agrees that if it chooses to use only the Interactive Interface, SPRINT will not have access to any data administration

capabilities available solely to the Service Order Entry Interface that **SPRINT** has chosen not to use.

4.4 Tape Load Facility Interface (applies to SBC-SWBT only)

4.4.1 Tape Load Facility Interface provides **SPRINT** with unbundled access to Tape Load facilities in those **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. **SBC-SWBT** is the only **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows **SPRINT** to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as **SPRINT**'s initial load of data, updating **SPRINT**'s entire data store for a new LIDB capability, and when **SPRINT**'s updates exceed one hundred thousand (100,000) Line Records over and above **SPRINT**'s normal daily update processing.

4.4.4 **SPRINT** can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 **SPRINT** will create and deliver one set of tape(s) to **SBC-SWBT**'s Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, **SBC-SWBT** will load **SPRINT**'s updates into LVAS. **SPRINT** will limit each tape to 500,000 (five hundred thousand) Line Records or less. **SBC-SWBT** will use these tapes to update or create **SPRINT**'s records in LVAS. **SBC-SWBT** will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 **SBC-SWBT** will provide **SPRINT** with record format and hardware requirements for such tapes and **SPRINT** will comply with such documentation in creating its tapes. **SBC-SWBT** will also provide **SPRINT** with the name and address of **SBC-SWBT**'s LVAS System Administrator to whom **SPRINT** will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows SPRINT to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option.

It requires SPRINT to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SBC-SWBT will load SPRINT's updates directly into LIDB and LVAS. SPRINT will provide SBC-SWBT with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SBC-SWBT will provide SPRINT with record format and hardware requirements for the tape load as well as the name and address where SPRINT will deliver each set of tapes.

4.4.6.2 SBC-SWBT and SPRINT will negotiate mutually agreed upon dates and times for tape loads of SPRINT's data.

4.4.6.3 SPRINT will use the Tape Load Facility Interface only for SPRINT's subscribers' Line Records. SPRINT will not use the Tape Load Facility Interface to modify any Group Record nor will SPRINT use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides SPRINT with unbundled access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB Editor that is equivalent to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's manner of access. LIDB Editor provides SPRINT with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will also provide SPRINT with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow SPRINT to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees. SPRINT will have access to such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH employees only for the same purposes that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has access to LIDB Editor.

- 4.5.3 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.
- 4.5.4 **SPRINT** understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When **SPRINT** uses the LIDB Editor Interface, **SPRINT** agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** at the time **SPRINT** makes its update request. **SPRINT** and **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will use such documentation to resolve any update disputes regarding **SPRINT**'s use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. **SPRINT** agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method **SPRINT** uses for its ongoing Line Record administration) once administrative system update capability is restored. **SPRINT** understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

- 4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.
- 4.6.1.2 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will run the LIDB audit on a daily basis.
- 4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

- 4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.
- 4.6.2.2 The source of Account Owners' Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH administers through a service order process will be the SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's billing system that maintains the LIDB data for such Account Owners.
- 4.6.2.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with a file containing all of SPRINT's Line Records in LIDB that SPRINT administers through unbundled electronic interface(s). SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will deliver such file(s) to SPRINT electronically over the Service Order Entry Interface.
- 4.6.2.4 SPRINT will use the file SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides in Section 4.6.2.3 to audit SPRINT's LIDB accounts against SPRINT's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. SPRINT will correct all discrepancies using the unbundled electronic interface(s) SPRINT has requested under this Appendix.
- 4.6.2.5 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with scheduled and unscheduled Source Audits as set forth following: (i) SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with a source audit file once per year. Such audit files will represent SPRINT's entire data store of Line Records to which SPRINT has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) SPRINT can request additional source audit files and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will work cooperatively to accommodate all reasonable SPRINT requests for such additional source audit files.

4.7 LSR Process

- 4.7.1 The LSR Process allows SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to create and administer SPRINT's data on SPRINT's behalf through a bundled service order flow. The LSR Process is only available to SPRINT when SPRINT is providing service to end users using

SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's UNE local switch ports.

- 4.7.2 The LSR Process is not an interface to the LIDB administrative system. SPRINT can obtain access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in Section 4.3 of this Appendix.
- 4.7.3 SPRINT will not have direct access to any of its records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH administers through the LSR Process.
- 4.7.4 SPRINT will provide complete information in its LSR to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH so that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH can populate SPRINT's line record completely and accurately. If SPRINT's LSR does not contain information needed to populate a data element in LIDB, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will populate such data element with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-defined default information. Such default derivation will apply to all SPRINTs using the LSR Process that also omit said data element. Use of default information does not relieve SPRINT of its responsibility for providing SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH complete and accurate information in LIDB. In the event SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH populates SPRINT's Line Records with default information under this paragraph, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's gross negligence or willful misconduct.
- 4.7.5 The following applies only to SBC-SWBT.
- 4.7.5.1 SBC-SWBT will transfer LIDB Line Records between local service providers (including SBC-SWBT) based on conversion activity either "as is" or "with changes".
- 4.7.5.2 SPRINT will identify through a registration form that SBC-SWBT will provide to SPRINT, how SPRINT's Line Records will be created, transferred, or administered.
- 4.7.5.3 New Connect Activity. If SPRINT has operational unbundled electronic interfaces, SPRINT can identify whether SBC-SWBT will create LIDB Line Records based on an LSR for new connect activity or SPRINT will create such Line Records.

4.7.5.4 Conversion Activity. SPRINT will identify whether SBC-SWBT will convert LIDB Line Records from a previous local service provider (including SBC-SWBT) to SPRINT with changes to end user information or without changes to end user information. If SPRINT has operational, unbundled electronic interfaces and SPRINT so desires, SPRINT can choose to have SBC-SWBT delete LIDB Line Records rather than transfer such records to SPRINT from the previous local service provider (including SBC-SWBT).

4.7.5.5 Ongoing Administration. SPRINT will identify whether ongoing administration of its Line Records will be done by SPRINT directly through its unbundled electronic interface or whether ongoing administration will be done by SBC-SWBT based on an LSR submitted by SPRINT.

4.8 Fraud Monitoring

4.8.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's fraud monitoring system(s) provides SPRINT with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide SPRINT with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide to SPRINT, on request, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides for LIDB data administration when SPRINT chooses to use such interfaces.

5.2 SPRINT will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will input information provided by SPRINT into LIDB for the NPA-NXXs and/or NXX-0/1XXs that SPRINT will store in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. SPRINT shall provide all information needed by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

- 5.4 SPRINT will furnish, prior to the initial load of SPRINT's data, and as requested by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH thereafter, the following forecast data:
- 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type.
- 5.5 If SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of SPRINT information, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will notify SPRINT of its intent to not provide to SPRINT the Services under this Appendix and this Appendix will be void.
- 5.6 SPRINT may submit updated or changed forecasts due to unforeseen events at any time and SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH encourages SPRINT to submit such forecasts as soon as practical. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH has reason to believe there may be significant error in SPRINT's latest forecast.
- 5.7 SPRINT will furnish all Line Records and Group Records in a format required by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.8 SPRINT is solely responsible for all Line Records for which SPRINT is the Account Owner. This includes all data, data administration, Line Records that SPRINT creates, Line Records that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH creates on SPRINT's behalf, or Line Records that are transferred to SPRINT as a result of SPRINT becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which SPRINT can directly administer its Line Records in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.

- 5.10 If SPRINT resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, SPRINT will administer those records through the unbundled electronic interfaces SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 SPRINT will administer its data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB in such a manner that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 SPRINT will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If SPRINT has operational unbundled electronic interfaces and SPRINT has chosen to create its own records in LIDB, SPRINT will create its records within twenty-four (24) hours of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If SPRINT administers its Line Records directly through unbundled electronic interfaces and SPRINT does not provide service using an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's UNE local switching port, SPRINT will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. SPRINT will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 SPRINT will also delete Line Records from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB when SPRINT migrates Line Record from an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB to another LIDB or LIDB-like Database unless SPRINT otherwise arrange with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH to delete such records on SPRINT's behalf.
- 5.16 If SPRINT begins providing local services before SPRINT completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat SPRINT's LSRs as if SPRINT had elected to administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.17 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide the capability needed to perform query/response functions on a call-by-call basis for SPRINT's Line Records residing in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB.

- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH practices. The Parties acknowledge that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB is the responsibility of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH. SPRINT acknowledges and agrees that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, in its role as system administrator, may need to access any record in LIDB, including any such records administered by SPRINT over unbundled electronic interfaces. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will limit such access to those actions necessary to ensure the successful operation and administration of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's SCP and LIDB.
- 5.20 If SPRINT creates its Line Records directly through unbundled electronic interfaces, SPRINT will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. SPRINT will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if SPRINT will perform ongoing administration of its Line Records directly through unbundled electronic interfaces
- 5.21 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will, at its sole discretion, allow or negotiate any access to an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. SPRINT does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB. SPRINT acknowledges that when SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH allows an entity to access SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB, such query originators will also have access to SPRINT's data that is also stored in such SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.
- 5.22 The following applies only to SBC-SWBT
- 5.22.1 SBC-SWBT will identify Line Records it transfers to SPRINT's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. SPRINT must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If SPRINT does not make its confirmation within seven (7) days, of the transfer, SBC-SWBT will convert all billing indicators of said Line Record

to a denial value. If such Line Record continues to remain in transitional status, SBC-SWBT will consider the Line Record abandoned by SPRINT and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SBC-SWBT will count the day of the record's creation as zero (0). SBC-SWBT's ability to delete such Line Records does not relieve SPRINT of its responsibility to administer its records accurately and in a timely manner.

5.22.2 If SPRINT elects to have SBC-SWBT transfer ownership of LIDB Line Records to SPRINT as a result of routine LSR activity, and SPRINT elects to have such records transferred without changes to end-user data, SBC-SWBT will transfer all pre-existing end-user information, including calling card information, to SPRINT's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by SPRINT on its LSR, or default information created from a lack of SPRINT's entry of data.

5.22.3 If SPRINT elects to have SBC-SWBT transfer ownership of LIDB Line Records to SPRINT as a result of routine LSR activity and SPRINT elects to have such records transferred with changes to end-user data, SBC-SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SBC-SWBT will not mark such records as transitional. SBC-SWBT will change all LIDB Line Record data elements on such changes based on SPRINT's LSR that initiated the Line Record's transfer of ownership. If SPRINT did not populate all LIDB data elements on its LSR, SBC-SWBT will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

6.1 If SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides SPRINT with compensation for data access as set forth in Section 7, SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will provide such data, as is reasonably necessary, to enable SPRINT to substantiate Query volumes of SPRINT Line Records residing in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB.

6.2 When SBC-13STATE or a third party queries SPRINT's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, SPRINT will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.

6.2.1 SPRINT will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.

- 6.2.2 SPRINT will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.
- 6.3 SPRINT understands that if SPRINT chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to SPRINT's subscribers.
- 6.4 SNET will charge SPRINT a One-Time Administrative Fee Charge ("One Time Charge" as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charge"), approved in writing by SPRINT and incurred by SNET during Service set up shall be passed on to SPRINT on an individual case basis. SPRINT shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to SPRINT, in accordance with SNET's invoice.

7. COMPENSATION OPTION

- 7.1 SPRINT may elect to receive compensation from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH for access to SPRINT's data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH offers the terms of Section 7 as a package and such terms are contingent upon SPRINT's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will not provide compensation to SPRINT for access of SPRINT's data in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH's LIDB other than via this Compensation Option.
- 7.2 Until PACIFIC and SBC-SWBT have the technical ability to identify record ownership of all Line Records in LIDB, and until PACIFIC and SBC-SWBT have developed billing processes to provide compensation for access to SPRINT's data, PACIFIC and SPRINT and/or SBC-SWBT and SPRINT will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 SNET

7.2.1.1	Validation Query	\$.038 per Query
7.2.1.2	CNAM Query	\$.016 per Query

7.2.2 SBC-SWBT

7.2.2.1	Validation Query	\$.026 per Query

7.2.2.2 CNAM Query \$.0036 per Query

7.2.2.3 OLNS Query \$.0055 per Query

7.2.2.4 Query Transport \$.0044 per Query

7.2.3 **SBC-AMERITECH**

7.2.3.1 Validation Query \$.017228 per Query

7.2.3.2 CNAM Query \$.012 per Query

7.2.3.3 Query Transport \$.00012 per Query

7.2.4 **PACIFIC**

7.2.4.1 Validation Query \$.021 per Query

7.2.4.2 CNAM Query \$.008 per Query

7.2.4.3 OLNS Query \$.012 per Query

7.2.4.4 Query Transport \$.00027 per Query

7.3 Based upon the prices set forth in Sections 7.2.1 through 7.2.4 above, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will credit **SPRINT** for each query against **SPRINT**'s non-resold Line Records in **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to **SPRINT**

7.3.1.2 72% retained by **SNET**

7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to **SPRINT**'s Line Records multiplied by the Per Query Charge, multiplied by **SPRINT**'s percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

7.3.2.1 Validation \$.01216 per Query

7.3.2.2 CNAM \$.0032 per Query

7.3.2.3 OLNS \$0.00396 per Query

7.3.3 **SBC-AMERITECH**

7.3.3.1 Validation \$0.0025 per Query

7.3.3.2 CNAM \$0.005 per Query

7.3.3.3 During the month when CNAM Queries to **SPRINT**'s non-resold Line Records are equal to or greater than 500 thousand Queries for that month, **SBC-AMERITECH** will credit customer \$0.006 per Query.

7.3.3.4 During the month when CNAM Queries to **SPRINT**'s non-resold Line Records are equal to or greater than 2.5 million Queries for that month, **SBC-AMERITECH** will credit customer \$0.007 per Query.

7.3.4 **PACIFIC**

7.3.4.1 Validation \$0.008508 per Query

7.3.4.2 CNAM \$0.0032 per Query

7.3.4.3 OLNS \$0.004908 per Query

7.4 **PACIFIC** and **SBC-SWBT** will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for **SPRINT**. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. **PRICE AND PAYMENT**

8.1 **SBC-AMERITECH** will charge **SPRINT** \$2.00 for every Line Record update it accepts from **SPRINT** via a manual fax.

9. **CONFIDENTIALITY**

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. **LIABILITY**

10.1 In addition to any other limitations of liability set forth in this Agreement, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a

LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**. Any such losses or damages for which **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

- 10.2 In addition to any other limitations of liability set forth in this Agreement, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** will not be liable for any losses or damages arising out of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s administration of Sleuth or Automatic Fraud Monitoring systems.
- 10.3 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** agrees to release, indemnify, defend, and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly, arising out of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** is found liable as a result of its sole negligence.
- 10.4 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** further agrees to release, indemnify, defend, and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly arising out of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s administration of **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**'s fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** is found liable as a result of its gross negligence or willful misconduct.
- 10.5 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** further agrees to release, indemnify, defend, and hold harmless **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly, arising out of **SPRINT**'s administration of its data or failure to administer its data under this Appendix.
- 10.6 In addition to any other indemnity obligations set forth in this Agreement, **SPRINT** further agrees to release, indemnify, defend and hold harmless **SBC-SWBT,**

PACIFIC, SNET, SBC-AMERITECH from any and all claims, demands, or suits brought by a third party against **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH**, directly or indirectly, arising out of **SPRINT**'s refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

- 11.1 **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, **SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH** ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY **SPRINT** WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE (which excludes NEVADA in this Appendix), SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.
- 2.2 **“Account Owner”** means a telecommunications company, including SBC-13STATE that stores and/or administers Line Record Information and/or Group Record Information in a Party’s LIDB and/or Calling Name Database.
- 2.3 **“Personal Identification Number”** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.
- 2.4 **“Query”** means a message that represents a request to a Database for information.
- 2.5 **“Query Rate”** means a per-query usage rate that applies to each Query received at an SBC-12STATE Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB and/or the CNAM Database resides and back.
- 2.7 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

- 3.1 LIDB Service and/or CNAM Query provides SPRINT with certain line information that SPRINT may use to facilitate completion of calls or services. SBC-SWBT,

PACIFIC, **SNET**, **SBC-AMERITECH** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:

3.1.1 Tariff FCC No. 2 (applicable only to **SBC-AMERITECH**)

3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)

3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)

3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)

3.2 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will provide **SPRINT** with access to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows **SPRINT** to retrieve the name associated with a calling number for use in **SPRINT**'s Calling Name Delivery Service (CNDS).

3.3 All **SPRINT** CNAM Queries to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. **SPRINT** acknowledges that such subsystem number and translation type values are necessary for **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** to properly process Queries to its CNAM Database.

3.4 **SPRINT** acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CCS/SS7 network. **SPRINT** further agrees that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** CCS/SS7 network to guard against these detrimental effects. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will report to **SPRINT** any instances where overload controls are invoked due to **SPRINT**'s CCS/SS7 network and **SPRINT** agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.5 Prior to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** initiating service under this Appendix, **SPRINT** shall provide an initial forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to **SPRINT**, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** shall notify

SPRINT of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH.

- 3.6 SPRINT will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. SPRINT shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.
- 3.7 SPRINT understands that access to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB and/or CNAM Database may not provide SPRINT with access to all of the data of all Account Owners in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH s LIDB and/or CNAM Database. When a region in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict SPRINT from accessing their data. SPRINT understands that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH will comply with Account Owners' requests to so limit or restrict their data. Should SPRINT desire access to any restricted Account Owner's LIDB Information, SPRINT understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between SPRINT and said Account Owner.
- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB and/or CNAM Database; accordingly SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH is not responsible for the accuracy or completeness of those Line Records. SPRINT will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for SPRINT's activities on behalf of SPRINT's local service customers where SBC-13STATE is the incumbent local exchange carrier. SPRINT agrees that any use of SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB, for the provision of LIDB Service Applications and/or CNAM Query by SPRINT outside of the area where SBC-13STATE is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

- 4.1 SPRINT will pay SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH a per-Query rate for each Query initiated into SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB and/or CNAM Database. SPRINT will also pay SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH a per-Query Transport Rate for each

Validation and OLNS Query initiated into **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and for each CNAM Query initiated into **SBC-SWBT**'s LIDB. These rates are set forth in Appendix Pricing.

- 4.2 **SPRINT** will pay a Service Establishment Nonrecurring Charge for each point code **SPRINT** requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 **SPRINT** will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in **SBC-SWBT** and **SBC-AMERITECH**. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 **SPRINT** will make payment to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will record usage information for **SPRINT**'s LIDB Service Queries and/or CNAM Queries terminating to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB. **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 **SPRINT** will notify **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** when **SPRINT** discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when **SPRINT** uses a single OPC to originate Queries to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support **SPRINT**'s **SPRINT** operations within **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** incumbent serving areas and when such Queries support other uses of **SPRINT**'s service platforms.

- 4.10 If SPRINT operates in more than one (1) State in SBC-SWBT's or SBC-AMERITECH's incumbent region(s), SBC-SWBT and/or SBC-AMERITECH will apply company-level rates to the LIDB Services and/or CNAM Query provided to SPRINT under this Agreement. SBC-SWBT and/or SBC-AMERITECH will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.
- 4.11 The following applies only to PACIFIC:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, PACIFIC will record usage information for SPRINT's LIDB Service Queries terminating to PACIFIC's LIDB. PACIFIC will use its SCPs as the source of usage data.
- 4.11.2 Until such time as PACIFIC has the usage recording ability set forth in Section 4.5 above, SPRINT will provide PACIFIC with usage information from which PACIFIC will bill SPRINT for both SPRINT's access and SPRINT's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. SPRINT will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and SPRINT. SPRINT will deliver such information to locations specified by PACIFIC. If SPRINT uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and SPRINT's third-party network provider can record and provide PACIFIC with recordings of SPRINT's usage, PACIFIC will accept such usage provided that the requirements in this Section 4.11 will apply to SPRINT's third-party network provider.
- 4.11.3 SPRINT will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. SPRINT will either aggregate such usage by Originating Point Code or SPRINT will provide PACIFIC with reports that identifies usage by Originating Point Code. SPRINT and PACIFIC will agree upon the format and media type that SPRINT will use to provide such usage data to PACIFIC. SPRINT understands and agrees that PACIFIC cannot identify access by Account Owner until PACIFIC has the capability set forth in Section 4.5 above. When PACIFIC has the ability set forth in Section 4.5 above, PACIFIC will bill SPRINT based upon PACIFIC's own usage recordings as set forth in Section 4.5 above.
- 4.11.4 PACIFIC will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by SPRINT.

4.11.5 While the provisions in Section 4.11 are in effect, SPRINT agrees that PACIFIC will bill SPRINT for all CNAM Queries and/or OLNS Queries SPRINT originate or transports to PACIFIC's network. SPRINT will recover from its Query-originating carrier customers (if any) any charges associated with their access to PACIFIC's Calling Name Database or PACIFIC's LIDB for OLNS Queries, including such charges from PACIFIC. SPRINT agrees that it will not bill its Query-originating carrier customers for any usage that SPRINT has not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 4.5 above, PACIFIC and SPRINT will jointly determine which, if any, of SPRINT's Query-originating carrier customers will be direct-billed from PACIFIC as set forth in Section 4.5 above.

4.11.6 Based upon the data identified in Section 4.5 of this Appendix, PACIFIC will bill SPRINT for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. SPRINT obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, SPRINT will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. SPRINT may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. SPRINT may not store for future use any non-SPRINT data that SPRINT access from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH agrees that SPRINT may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate SPRINT's facilities usage needs, and for engineering, capacity, and network planning. SPRINT agrees that SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH may use statistics for the same purposes. SPRINT may aggregate individual LIDB statistics regarding the number of SPRINT's LIDB Queries and similar type of information during a specified time period, such as a month or a year. SPRINT will only publish such statistics in aggregate form and will ensure that the all non-SPRINT names are redacted and cannot reasonably be identified from the published materials.
- 5.2 Proprietary information residing in SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH LIDB and/or CNAM Database is protected from unauthorized access and SPRINT may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

- 5.2.1 Billed (Line/Regional Accounting Office (RAO)) Number
- 5.2.2 PIN Number(s)
- 5.2.3 Billed Number Screening (BNS) indicators
- 5.2.4 Class of Service (also referred to as Service or Equipment)
- 5.2.5 Reports on LIDB and CNAM Query usage
- 5.2.6 Information related to billing for LIDB and CNAM Query usage
- 5.2.7 LIDB and CNAM Query usage statistics
- 5.3 **SPRINT** will not copy, store, maintain, or create any table or database of any kind based upon information received in a Response from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database.
- 5.4 If **SPRINT** acts on behalf of other carriers, **SPRINT** will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** LIDB and/or CNAM Database.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice given ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** or **SPRINT** to terminate the Appendix, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** and **SPRINT** shall have no liability to the other in connection with such termination.

7. LIMITATION OF LIABILITY

- 7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service.
- 7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.
- 7.4 **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** is furnishing access to its LIDB and/or CNAM Database to facilitate **SPRINT**'s provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. **SPRINT** acknowledges that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to **SPRINT** or to **SPRINT**'s Query originating carrier customers except for such inaccuracies caused by **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** **negligence**, willful misconduct or gross negligence.
- 7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:
- 7.5.1 CALLING NAME INFORMATION PROVIDED TO **SPRINT** BY **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS

INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH **SPRINT**'S OR **SPRINT**'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 7.6 **SPRINT** acknowledges that **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. **SPRINT** also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database and provided to **SPRINT** or **SPRINT**'s query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** willful misconduct or gross negligence.
- 7.7 **SPRINT** acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.
- 7.8 **SPRINT** acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. **SPRINT** agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH** Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. **SPRINT** also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-SWBT**, **PACIFIC**, **SNET**, **SBC-AMERITECH**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by **SPRINT** or **SPRINT**'s Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and **SPRINT** agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-SWBT**, **PACIFIC**, **SNET**,

SBC-AMERITECH harmless from and defend and indemnify SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from SPRINT's or SPRINT's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH negligence, willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 SPRINT agrees to make its Line Record Information available to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH. Should SPRINT store its Line Record information in a database other than SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH, SPRINT will make such Information available to SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH and the database provider. SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH agrees to negotiate in good faith to reach such an agreement. If SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, SPRINT acknowledges that such SPRINT Line Record information will be unavailable to any customer, including any SPRINT's customer, that is served by SBC-SWBT, PACIFIC, SNET, SBC-AMERITECH service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as contained in Section 2.9 of the General Terms and Conditions.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.6 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.7 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.8 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.9 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 CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-13STATE** 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.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 13-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.
- 2.2 In Wisconsin, the Public Service Commission of Wisconsin has ordered a remedy plan in docket in Docket No. 6720 -TI -160, effective September 25, 2001 ("Wisconsin Remedy Plan"). CLEC acknowledges and agrees that if it elects to include this Appendix as a part of its Interconnection Agreement in Wisconsin, the performance measurements, remedy plan, and liquidated damages set forth in this Appendix shall apply in lieu of the Wisconsin Remedy Plan and CLEC expressly waives its rights to receive performance measurements, the remedy plan or liquidated damages under the Wisconsin Remedy Plan.

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-13STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SBC-13STATE** 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 both **SBC-13STATE** and CLEC 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 the CLEC 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 all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-13STATE** 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 a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-13STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-13STATE** agrees to pay the CLEC 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 the CLEC 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 to meet a specified performance commitment in this Attachment 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-13STATE** delivers non-complaint performance as defined in 3.1.3. In no event shall **SBC-13STATE** 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 the CLEC 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 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled

network element(s) associated with a particular performance measurement or introduction of a new measure.

- 6.4 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-13STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each of **SBC-13STATE** and CLEC 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 the CLEC's results are significantly worse than either the comparable result for **SBC-13STATE** 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_{ILEC} = ILEC Proportion

P_{CLEC} = 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_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = 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:

$$P_{\text{Rate}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

$$H_{\text{CLEC}} = \text{numerator for the CLEC}$$

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-13STATE** 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 10.2 and 10.3 and 11.6. Any dispute regarding whether a **SBC-13STATE** 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-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, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-13STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC'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-13STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-13STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-13STATE**'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-13STATE** will not levy a separate charge for provision of the data to CLEC 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.
- 10.2 Reports are to be made available to the CLEC 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 CLEC will have access to monthly reports through an interactive Website.

- 10.4 **SBC-13STATE** 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 CLEC affiliates shall not be combined for any purpose under this Appendix.
- 10.6 **SBC-13STATE** 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
California	\$1.26M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Nevada	\$.024M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

11. AUDITS

- 11.1 CLEC and **SBC-13STATE** 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 CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-13STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-13STATE** 5 days advance written notice (including e-mail).
- 11.2 CLEC 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 all CLECs, 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 CLEC will bear the expense of the mini-audits, unless **SBC-13STATE** is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-13STATE** 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 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. 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-13STATE** 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 its 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-13STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-13STATE** 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-13STATE** 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 PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **PACIFIC**-As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.4 OANAD pricing was approved by the CPUC on November 18, 1999 with an implementation date of March 1, 2000. All of the rates, terms and conditions set forth in this Appendix which were re-priced with the OANAD ruling are subject to true-up retroactively to the November 18, 1999 effective date. The rates, terms and conditions mandated by the OANAD decision shall apply for the remainder of the term of this Agreement unless such decision is modified, reversed or vacated on rehearing or appeal, in which case the legal effect of such modification, reversal or vacation shall be applied prospectively from the effective date of such modification, reversal or vacation (including the prospective reinstatement of the interim prices if appropriate under the terms of such modification, reversal or vacation).

2. BILLING TIMELINES

- 2.1 All prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in **PACIFIC**'s Carrier Access Billing System (CABS).

- 2.2 Any change of prices for MRCs and NRCs adopted by the CPUC subsequent to the effective date of this agreement may take a substantial period of time from the date of the final order to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, **PACIFIC** may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, **PACIFIC** shall bill at the prices **PACIFIC** is currently billing one (1) or more of its other CLEC End Users that, in **PACIFIC**'s good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing.
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or therein, **PACIFIC** and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. **RECURRING CHARGES**

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Other, Resale, Other (Resale), and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for Network Elements provided under the Bona Fide Request (BFR) process set forth in Appendix UNE of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such completed calls until such time as **PACIFIC** is able to bill on a per attempt basis.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, **PACIFIC** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **PACIFIC** will round up to the next whole mile before determining the mileage and applying rates.

- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

4. NONRECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each UNE on the first connection on a CLEC order as well as separate nonrecurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts or adds new service, an End User’s existing service, the normal service order charges and/or non- recurring charges associated with said additions and/or changes will apply.
- 4.4 The appropriate nonrecurring charges shall apply for each service request processed by **PACIFIC**, including but not limited to the following:
- 4.4.1 Installation (Service Order and Connect);
 - 4.4.2 Disconnection (Disconnect);
 - 4.4.3 Rearrangement/modification (Change);
 - 4.4.4 Record Order (Record)
- 4.5 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.6 Time and Material charges (a.k.a. additional labor charges) are defined in **PACIFIC**’s Tariff Schedule Cal P.U.C. No.175-T.
- 4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an “at” sign (@) indicating to please see the NRC Rate Table for rates.

5. UNBUNDLED LOCAL SWITCHING (ULS)

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

5.1.1.1 When a call originates from an ULS Port, CLEC will pay the ULS Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per CLEC and a charge per Minute of Use (MOU). If the call routes over **PACIFIC**'s network, the CLEC will pay Switched Transport- Shared.

5.1.2 Inter Switch Terminating

5.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS - Terminating (ULS-T) rates. ULS-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of local calls originated from a **PACIFIC** End User and terminated to an ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **PACIFIC** End User ports. These ULS-T charges are not applicable on intra-switch calls.

5.1.3 Intra Switch

5.1.3.1 CLEC will pay only ULS-O Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2 IntraLATA and InterLATA Toll Calls

5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by **PACIFIC** ULS customers and delivered to the IXC at the **PACIFIC** access Tandem, the CLEC will pay Switch Usage Interoffice - Originating, Switch Usage - Tandem Switching (Shared Transport), and Switch Transport -Common. Where an IXC elects to collect this traffic at a

PACIFIC End Office Switch via dedicated trunking, the CLEC will pay Switch Usage Interoffice – Originating.

- 5.2.2 Terminating Toll - For intraLATA and interLATA toll calls terminated to a **PACIFIC** ULS customer and delivered via the **PACIFIC** tandem, the CLEC will pay Switch Usage Interoffice - Terminating, Switch Usage-Tandem Switching (Shared Transport) and Switched Transport – Common. Where an IXC is directly interconnected at the **PACIFIC** End Office Switch, the CLEC will pay Switch Usage Interoffice – Terminating.
- 5.3 **PACIFIC** charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.
- 5.4 With ULS, **PACIFIC** will provide SS7 signaling for all originating calls in the same manner as **PACIFIC** uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL “set-up per call” charge.

6. BILLING

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

7. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

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

management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

PACIFIC BELL TELEPHONE COMPANY
CALIFORNIA
August 15, 2002
Monthly Recurring

APPENDIX PRICING
PACIFIC/SPRINT

		Notes	Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY	OANAD TERMINOLOGY		Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
	<i>This Pricing Appendix contains all recurring and some non-recurring costs. For non-recurring Costs addressed in OANAD see the attached Non-recurring price sheet.</i>				
UNBUNDLED NETWORK ELEMENTS					NRC
NETWORK INTERFACE DEVICE (NID)	NETWORK INTERFACE DEVICE (NID)			NRC Initial	Additional
NID Interface	NID to NID Crossconnect		NRO	@	@
NID Premise Visit	NID to NID Crossconnect		NRO	@	@
LOOPS	LINKS				
2-Wire Analog Zone 1	Basic or Assured Link - 2 Wire	/2/	\$ 8.38	@	@
2-Wire Analog Zone 2	Basic or Assured Link - 2 Wire	/2/	\$ 11.27	@	@
2-Wire Analog Zone 3	Basic or Assured Link - 2 Wire	/2/	\$ 19.64	@	@
2-Wire Analog Statewide /1/	Basic or Assured Link - 2 Wire	/2/	\$ 9.93	@	@
4-Wire Analog Zone 1	4-Wire Link		\$ 33.69	@	@
4-Wire Analog Zone 2	4-Wire Link		\$ 40.42	@	@
4-Wire Analog Zone 3	4-Wire Link		\$ 59.57	@	@
4-Wire Analog Statewide /1/	4-Wire Link		\$ 37.28	@	@
4-Wire - CO Facility Interface Connection			\$ 15.35	@	@
2-wire Digital Zone 1	Basic - 2 Wire + ISDN Option	/2/	\$ 12.68	@	@
2-wire Digital Zone 2	Basic - 2 Wire + ISDN Option	/2/	\$ 15.92	@	@
2-wire Digital Zone 3	Basic - 2 Wire + ISDN Option	/2/	\$ 24.61	@	@
2-wire Digital Statewide /1/	Basic - 2 Wire + ISDN Option	/2/	\$ 14.37	@	@
4-wire Digital (DS1) Zone 1	Digital 1.544 MBPS DS-1		\$ 90.27	@	@
4-wire Digital (DS1) Zone 2	Digital 1.544 MBPS DS-1		\$ 98.23	@	@
4-wire Digital (DS1) Zone 3	Digital 1.544 MBPS DS-1		\$ 119.50	@	@
4-wire Digital (DS1) Statewide /1/	Digital 1.544 MBPS DS-1		\$ 94.43	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	PBX Loop Option		\$ 2.22	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	PBX Loop Option		\$ 2.15	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	PBX Loop Option		\$ 1.86	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide/1/	PBX Loop Option		\$ 2.18		
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	Coin Loop Option		\$ 2.99	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	Coin Loop Option		\$ 2.90	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	Coin Loop Option		\$ 2.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide/1/	Coin Loop Option		\$ 2.93		
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	ISDN Loop Option		\$ 4.30	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	ISDN Loop Option		\$ 4.65	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	ISDN Loop Option		\$ 4.97	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide/1/	ISDN Loop Option		\$ 4.44		
DS3 Loop	DS3 Loops		\$ 1,837.18	@	@
OC3/3C Loop	Optical Level Loops		\$ 1,494.39	@	@
OC12/12C Loop	Optical Level Loops		\$ 4,323.29	@	@
OC48/48C Loop	Optical Level Loops		\$ 12,544.50	@	@
DSL Capable Loops:					NRC
2-Wire Digital Loop ISDN/IDSL				NRC Initial	Additional
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	NA	/2/	\$ 12.68	@	@
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	NA	/2/	\$ 15.92	@	@
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	NA	/2/	\$ 24.61	@	@
PSD #1 - 2-Wire Digital Loop ISDN/IDSL StateWide /1/		/2/	\$ 14.37	@	@
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@

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PACIFIC BELL TELEPHONE COMPANY
CALIFORNIA
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APPENDIX PRICING
PACIFIC/SPRINT

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
PSD #5 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	NA	/2/	\$ 8.38	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	NA	/2/	\$ 11.27	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	NA	/2/	\$ 19.64	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	NA	/2/	\$ 9.93	@	@
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Zone 1	NA		\$ 33.69	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	NA		\$ 40.42	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	NA		\$ 59.57	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	NA		\$ 37.28	@	@
	NA				
HFPL					
HFPL Loop					
HFPL Loop Zone 1	NA	/2/	\$ 4.19	NA	NA
HFPL Loop Zone 2	NA	/2/	\$ 5.64	NA	NA
HFPL Loop Zone 3	NA	/2/	\$ 9.82	NA	NA
HFPL Loop Statewide /1/	NA	/2/	\$ 4.97	NA	NA
HFPL Splitter					
SBC owned splitter--line at a time	NA	/3/	\$ 1.66	N/A	N/A
DSL Cross Connects					
HFPL Cross Connect - CLEC Owned Non Integrated	NA	/3/	\$ 0.88	@	@
HFPL Cross Connect - CLEC Owned Integrated	NA	/3/	\$ 0.88	@	@
HFPL Cross Connect - SBC Owned	NA	/3/	\$ 1.76	@	@
Jack Panel	NA		\$ 1.79	N/A	N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
HFPL OSS Charge - per line	NA	/3/	\$ 0.61	NA	NA
HFPL (LST)					
Line & Station Transfer	NA		N/A	TBD	TBD
Loop Qualification Process					
Loop Qualification Process - Mechanized	NA		N/A	\$ 0.10	N/A
Loop Qualification Process - Manual	NA		N/A	TBD	NA
Loop Qualification Process - Detailed Manual	NA		N/A	TBD	NA
DSL Conditioning Options					
Removal of Repeaters	NA		NA	\$ 246.30	\$ 21.17
Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NA		NA	\$ 246.30	\$ 21.17
Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NA		NA	\$ 81.06	\$ 21.17
Removal of Bridged Taps and Repeaters	NA		NA	\$ 787.66	\$ 56.06
Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NA		NA	\$ 506.31	\$ 38.61
Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	N/A		NA	\$ 177.15	\$ 38.61
Removal of Bridged Taps	N/A		NA	\$ 588.17	\$ 34.89
Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 294.08	\$ 17.44
Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	N/A		NA	\$ 96.10	\$ 17.44
Removal of Bridged Taps and Load Coils	N/A		NA	\$ 1,321.41	\$ 64.10
Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 534.25	\$ 26.78
Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	N/A		NA	\$ 197.66	\$ 26.78
Removal of Load Coils	N/A		NA	\$ 780.05	\$ 29.22
Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 260.02	\$ 9.34
Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	N/A		NA	\$ 101.56	\$ 9.34
SUB-LOOPS					
CO to ECS sub-loop				NRC Initial	NRC Additional
2 Wire Analog	NA		\$ 8.87	N/A	N/A
4 Wire Analog	NA		\$ 32.69	N/A	N/A
2 Wire DSL	NA		N/A	N/A	N/A
4 Wire DSL	NA		N/A	N/A	N/A
2 Wire ISDN Compatible	NA		\$ 10.06	N/A	N/A
CO to RT sub-loop					
4 Wire DS1 Compatible	NA		\$ 37.83	N/A	N/A
DS3 compatible subloop	NA		\$ 1,750.11	N/A	N/A
CO to SAI Sub-Loop					
2 Wire Analog	NA		\$ 4.33	N/A	N/A
4 Wire Analog	NA		\$ 20.49	N/A	N/A
2 Wire DSL	NA		\$ 4.70	N/A	N/A

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APPENDIX PRICING
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GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
4 Wire DSL	NA		\$ 12.65	N/A	N/A
2 Wire ISDN Compatible	NA		TBD	N/A	N/A
CO to Terminal sub-loop					
2 Wire Analog	NA		\$ 9.80	N/A	N/A
4 Wire Analog	NA		\$ 32.16	N/A	N/A
2 Wire DSL	NA		\$ 6.17	N/A	N/A
4 Wire DSL	NA		\$ 19.43	N/A	N/A
2 Wire ISDN Compatible	NA		TBD	N/A	N/A
ECS to SAI sub-loop					
2 Wire Analog	NA		\$ 0.89	N/A	N/A
4 Wire Analog	NA		\$ 5.73	N/A	N/A
2 Wire DSL	NA		\$ 0.89	N/A	N/A
4 Wire DSL	NA		\$ 5.73	N/A	N/A
ECS to Terminal sub-loop					
2 Wire Analog	NA		\$ 4.92	N/A	N/A
4 Wire Analog	NA		\$ 13.08	N/A	N/A
2 Wire DSL	NA		\$ 4.92	N/A	N/A
4 Wire DSL	NA		\$ 13.08	N/A	N/A
ECS to NID sub-loop					
2 Wire Analog	NA		\$ 6.67	N/A	N/A
4 Wire Analog	NA		\$ 19.52	N/A	N/A
2 Wire DSL	NA		\$ 6.67	N/A	N/A
4 Wire DSL	NA		\$ 19.52	N/A	N/A
SAI to Terminal sub-loop					
2 Wire Analog	NA		\$ 4.92	N/A	N/A
4 Wire Analog	NA		\$ 13.08	N/A	N/A
2 Wire DSL	NA		\$ 4.92	N/A	N/A
4 Wire DSL	NA		\$ 13.08	N/A	N/A
SAI to NID sub-loop					
2 Wire Analog	NA		\$ 6.67	N/A	N/A
4 Wire Analog	NA		\$ 19.52	N/A	N/A
2 Wire DSL	NA		\$ 6.67	N/A	N/A
4 Wire DSL	NA		\$ 19.52	N/A	N/A
Terminal to NID sub-loop					
2 Wire Analog	NA		\$ 2.96	N/A	N/A
4 Wire Analog	NA		\$ 8.25	N/A	N/A
2 Wire DSL	NA		\$ 2.96	N/A	N/A
4 Wire DSL	NA		\$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges					NRC
2-Wire DSL - Simple				NRC Initial	Additional
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 271.57	\$ 77.49
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 207.30	\$ 77.49
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 148.69	\$ 71.59
2-Wire DSL - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 242.79	\$ 53.85
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 178.52	\$ 53.85
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 119.91	\$ 47.96
2-Wire Analog - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 271.57	\$ 77.49
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 207.30	\$ 77.49
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 148.69	\$ 71.59
2-Wire Analog - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 242.79	\$ 53.85
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 178.52	\$ 53.85
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 119.91	\$ 47.96
2-Wire ISDN - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 247.58	\$ 64.64
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 182.41	\$ 64.64
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 117.17	\$ 56.16
2-Wire ISDN - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 250.32	\$ 56.45
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 185.15	\$ 56.45
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 119.91	\$ 47.96
4-Wire DSL - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 332.25	\$ 97.04
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 201.84	\$ 88.55
4-Wire DSL - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 245.47	\$ 69.07
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 180.23	\$ 60.59
4-Wire Analog - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 332.25	\$ 97.04
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 201.84	\$ 88.55

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GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
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			Discount %	PRICE SHEET FOR RATES	
4-Wire Analog - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 220.49	\$ 69.07
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 180.23	\$ 60.59
DS1 Copper - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 362.76	\$ 142.02
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 302.57	\$ 142.02
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 223.55	\$ 132.66
DS1 Copper - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 318.69	\$ 90.56
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 258.50	\$ 90.56
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 179.48	\$ 81.19
DS1 Fiber - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 385.22	\$ 162.72
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 325.03	\$ 162.72
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 246.01	\$ 153.36
DS1 Fiber - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 321.17	\$ 91.28
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 260.98	\$ 91.28
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 181.96	\$ 81.91
DS3 - Simple					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 394.29	\$ 167.21
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 334.10	\$ 167.21
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 255.08	\$ 157.84
DS3 - Complex					
Crossconnects, per line - (MANUAL/FAX)	NA		N/A	\$ 321.46	\$ 91.57
Crossconnects, per line - (CESAR/LEX))	NA		N/A	\$ 261.27	\$ 91.57
Crossconnects, per line - (MECHANIZED)	NA		N/A	\$ 182.25	\$ 82.20
Cross Connects for the Adjacent Location Method for Accessing UNES					
Termination of CLEC Cable	NA		ICB		
Loops					
2 wire analog loop to Adjacent Location Method point of access	NA		\$ 0.45		
4 wire analog loop to Adjacent Location Method point of access	NA		\$ 0.85		
2 wire digital loop to Adjacent Location Method point of access	NA		\$ 0.45		
4 wire digital loop to Adjacent Location Method point of access	NA		\$ 0.85		
Unbundled Dedicated Transport					
DS-1 to Adjacent Location Method point of access	NA		\$ 17.95		
Switch Ports					
Analog Line Port to Adjacent Location Method point of access	NA		\$ 0.45		
ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access	NA		\$ 0.45		
ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access	NA		\$ 0.85		
Cross Connects for UNE Connection Methods					
Analog Loop to the UNE Connection Methods point of access					
2-Wire Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
4-Wire Mth 1	NA		\$ 3.14		
Mth 2	NA		\$ 3.24		
Mth 3	NA		\$ 3.36		
Digital Loop to the UNE Connection Methods Point of Access					
2-Wire Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
4-Wire Mth 1	NA		\$ 3.14		
Mth 2	NA		\$ 3.24		
Mth 3	NA		\$ 3.36		
Switch Ports to the UNE Connection Methods Point of Access					
Analog Line Port Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
BRI Port Mth 1	NA		\$ 1.57		
Mth 2	NA		\$ 1.62		
Mth 3	NA		\$ 1.68		
PRI Port Mth 1	NA		\$ 3.14		
Mth 2	NA		\$ 3.24		
Mth 3	NA		\$ 3.36		
Unbundled Dedicated Transport to the UNE Connection Methods Point of Access					
DS1 Mth 1	NA		\$ 18.02		
Mth 2	NA		\$ 18.11		

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			Discount %	PRICE SHEET FOR RATES	
Mth 3	NA		\$ 19.39		
DS3 Mth 1	NA		ICB		
Mth 2	NA		ICB		
Mth 3	NA		ICB		
LOCAL SWITCHING CAPABILITY					
Ports					
Analog Line Port/Basic Port	2- Wire Ports	/2/	\$ 0.88	@	1
Centrex Port	Centrex Port		\$ 4.37	@	1
Analog DID Trunk Port	DID Port		\$ 4.18	@	1
ISDN BRI Port	ISDN Port		\$ 14.10	@	1
ISDN PRI Trunk Port	N/A		\$ 167.18	\$ 2,820.30	1
DS1 Trunk Port	DS-1 Port		\$ 20.99	@	1
Vertical Features				NRC Initial	Additional
Call Forwarding Variable	Call Forwarding Variable	/2/	\$ 0.17	@	@
Busy Call Forwarding	Busy Call Forwarding	/2/	\$ 0.17	@	@
Delayed Call Forwarding	Delayed Call Forwarding	/2/	\$ 0.17	@	@
Call Waiting	Call Waiting	/2/	\$ 0.17	@	@
Three Way Calling	Three Way Calling	/2/	\$ 0.17	@	@
Call Screen	Call Screen	/2/	\$ 0.19	@	@
Message Waiting Indicator	Message Waiting Indicator	/2/	\$ 0.17	@	@
Repeat Dialing	Repeat Dialing	/2/	\$ 0.20	@	@
Call Return	Call Return	/2/	\$ 0.20	@	@
Call Forwarding Busy/delay	Call Forwarding Busy/delay	/2/	\$ 0.17	@	@
Remote Call Forwarding	Remote Call Forwarding	/2/	\$ 0.28	@	@
Speed Calling 8	Speed Calling 8	/2/	\$ 0.17	@	@
Speed Calling 30	Speed Calling 30	/2/	\$ 0.17	@	@
Intercom	Intercom	/2/	\$ 0.19	@	@
Intercom Plus	Intercom Plus	/2/	\$ 0.19	@	@
Remote Access to Call Fwding	Remote Access to Call Fwding	/2/	\$ 0.18	@	@
Select Call Forward	Select Call Forward	/2/	\$ 0.18	@	@
Direct -Shared	Direct -Shared	/2/	\$ 0.17	@	@
Direct -Unshared	Direct -Unshared	/2/	\$ 0.17	@	@
Call Trace	Call Trace	/2/	\$ 0.17	@	@
Speed Call 6	Speed Call 6	/2/	\$ 0.17	@	@
Call Restriction	Call Restriction	/2/	\$ 0.27	@	@
Distinctive Ringing	Distinctive Ringing	/2/	\$ 0.17	@	@
Directed Call Pickup	Directed Call Pickup	/2/	\$ 0.17	@	@
WATS Access per Port	WATS Access per Port	/2/	\$ 0.17	@	@
WATS Access per Group	WATS Access per Group	/2/	\$ 0.53	@	@
Caller ID	Caller ID	/2/	\$ 0.22	@	@
Caller ID Blocking	Caller ID Blocking	/2/	\$ 0.18	@	@
Caller Hold	Caller Hold	/2/	\$ 0.17	@	@
DNCF	DNCF	/2/	\$ 0.29	@	@
Call Waiting ID	Call Waiting ID		\$ 0.67	@	@
Anonymous Call Rejection	Anonymous Call Rejection		\$ 0.59	@	@
Call Transfer Disconnect	Call Transfer Disconnect		\$ 0.66	@	@
Basic Port/Analog Line Port Features per feature (per port)					
Hunting	Hunting	/2/	\$ 0.09	@	@
Centrex-Like Features					
Automatic Callback	NA		\$ 0.44	@	@
Call Forwarding Variable	NA		\$ 0.29	@	@
Call Forwarding BusyLine	NA		\$ 0.28	@	@
Call Forwarding Don't Answer	NA		\$ 0.28	@	@
Call Hold	NA		\$ 0.28	@	@
Call Pick-up (Group and Station)	NA		\$ 0.30	@	@
Call Waiting - Intragroup	NA		\$ 0.28	@	@
Call Waiting - Originating	NA		\$ 0.28	@	@
Call Waiting - Incoming	NA		\$ 0.28	@	@
Caller ID	NA		\$ 0.52	@	@
Caller ID Blocking	NA		\$ 0.28	@	@
Conferencing - Station Controlled - Large	NA		\$ 133.95	@	@
Conferencing - Station Controlled - Small	NA		\$ 0.33	@	@
Directed Call Pick-up - Group - Barge-In	NA		\$ 0.29	@	@
Directed Call Pick-up - Group - Non-Barge-In	NA		\$ 0.28	@	@
Distinctive Ringing and Call Waiting Tone	NA		\$ 0.29	@	@
Message Waiting Indicator - Stutter DT	NA		\$ 0.29	@	@
Remote Access to Call Forwarding	NA		\$ 0.33	@	@
Call Transfer - DID to DOD	NA		\$ 0.29	@	@
Speed Calling - Individual (6 or 8)	NA		\$ 0.28	@	@
Speed Calling - Individual (30)	NA		\$ 0.28	@	@
Speed Calling - Group (30)	NA		\$ 0.28	@	@
				@	@

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PACIFIC BELL TELEPHONE COMPANY
CALIFORNIA
August 15, 2002
Monthly Recurring

APPENDIX PRICING
PACIFIC/SPRINT

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
DID Number Block	Custom Call Feature		\$ 1.00	@	@
<u>Local Switching</u>	<u>Switch Usage</u>		<u>USAGE</u>		
<u>Interoffice -Originating</u>	<u>Interoffice -Originating</u>				
Setup per Call	Setup per Call	/2/	\$ 0.001817		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.000563		
<u>Interoffice - Terminating</u>	<u>Interoffice - Terminating</u>				
Setup per Call	Setup per Call	/2/	\$ 0.002142		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.000572		
<u>Intraoffice</u>	<u>Intraoffice</u>				
Setup per Call	setup per completed message	/2/	\$ 0.004280		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.001108		
<u>Tandem Switching</u>	<u>Tandem Switching - Shared transport</u>		<u>USAGE</u>		
Setup per Call	Setup per attempt	/2/	\$ 0.000155		
Setup per Completed Message	Setup per Completed Message	/2/	\$ 0.000234		
Holding Time per MOU	Holding term per MOU	/2/	\$ 0.000139		
<u>TRUNK PORT TERMINATION</u>	<u>TRUNK PORT TERMINATION</u>				
End Office Dedicated DS-1 Port	End Office Termination		\$ 20.99	@	@
Tandem Dedicated DS1-Port	Tandem Termination		\$ 142.82	@	@
<u>Shared Transport</u>	<u>Switched Transport - Shared</u>		<u>USAGE</u>		
Fixed Mileage	Fixed Mileage per MOU		\$ 0.0012590		
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.0000210		
With Option C LSNE	N/A		ICB		
<u>Switched Transport - Shared Overflow</u>	<u>Switched Transport - Shared Overflow</u>				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.011360		
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021		
<u>Switched Transport - Common</u>	<u>Switched Transport - Common</u>				
Fixed Mileage	Fixed Mileage per MOU		\$ 0.001330		
Variable Mileage	Variable Mileage per MOU per Mile		\$ 0.000021		
<u>Entrance Facilities</u>	<u>Entrance Facilities</u>			<u>NRC Initial</u>	<u>NRC Additional</u>
DS-1	DS-1		\$ 153.46	@	@
DS-3 w/ equip	DS3		\$ 1,837.18	@	@
DS-3 w/o equip	DS 3		\$ 724.04	@	@
OC-3	OC-3		\$ 1,494.39	@	@
OC12	OC12		\$ 4,323.29	@	@
<u>Interoffice Transport</u>	<u>Dedicated Transport</u>				
<u>DS-1</u>	<u>Dedicated Transport DS-1</u>				
Fixed Mileage	Fixed Mileage		\$ 32.32	@	@
Variable Mileage	Variable Mileage per Mile		\$ 1.84	@	@
<u>DS-3</u>	<u>Dedicated Transport DS-3</u>				
Fixed Mileage	Fixed Mileage		\$ 372.70	@	@
Variable Mileage	Variable Mileage per Mile		\$ 35.72	@	@
<u>OC3</u>					
Fixed Mileage	Fixed Mileage		\$ 925.74	@	@
Variable Average	Variable Mileage per Mile		\$ 95.03	@	@
<u>OC12</u>					
Fixed Mileage	Fixed Mileage		\$ 2,673.92	@	@
Variable Mileage	Variable Mileage per Mile		\$ 366.41	@	@
<u>MULTIPLEXING</u>					
DS-1/DS-0 MUX	DS0/DS1		\$ 255.58	@	@
DS-3/DS-1 MUX	DS1/DS3		\$ 287.88	@	@
OC-3 to 84 DS1s (Groups of 28)	OC-3 to 84 DS1s (Groups of 28)		\$ 839.94	@	@
Statewide Average	Statewide Average				
OC-3 to 1-3 DS3	OC-3 to 1-3 DS3		\$ 658.70	@	@
Statewide Average	Statewide Average				

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APPENDIX PRICING
PACIFIC/SPRINT

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			Recurring	"@" INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
OC-3 to 1-3 EC-1	OC-3 to 1-3 EC-1		\$ 735.65	@	@
Statewide Average	Statewide Average				
OC-12 to 1-12 DS3	OC-12 to 1-12 DS3		\$ 1,177.79	@	@
Statewide Average	Statewide Average				
OC-12 to 1-12 EC1/STS-1	OC-12 to 1-12 EC1/STS-1		\$ 1,284.61	@	@
Statewide Average	Statewide Average				
Dark Fiber	Dark Fiber				
Dark Fiber -Interoffice per strand	N/A		\$ 22.90	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot	N/A		\$ 0.00240	N/A	N/A
Dark Fiber Loop - CO to Customer Prem-per strand	N/A		\$ 24.82	\$ 927.33	\$ 927.33
Dark Fiber Loop - CO to Customer, per foot	N/A		\$ 0.00480	N/A	N/A
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	N/A		\$ 24.82	\$ 927.33	\$ 927.33
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	N/A		\$ 0.00270	N/A	N/A
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	N/A		\$ 26.83	\$ 926.80	\$ 926.80
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	N/A		\$ 0.00730	N/A	N/A
Dark Fiber Cross Connect - Interoffice	N/A		\$ 8.47	\$ 126.59	\$ 126.59
Dark Fiber Cross Connect - Loop/Subloop	N/A		\$ 8.46	\$ 70.29	\$ 70.29
Dark Fiber Cross Connect - Subloop	N/A		\$ 8.46	\$ 71.86	\$ 71.86
Dark Fiber - Loop Inquiry	N/A		N/A	\$ 131.60	\$ 131.60
Dark Fiber - Sub Loop Inquiry	N/A		N/A	\$ 131.60	\$ 131.60
Dark Fiber - Interoffice Inquiry	N/A		N/A	\$ 371.80	\$ 371.80
SS7	SIGNALING SYSTEM 7				
STP Port	STP Port		\$ 263.76	@	@
SS7 Link	SS7 Link		\$ 32.32	@	@
Link Mileage	N/A		\$ 1.84		
Transit Signaling	N/A		TBD		
Database Query	Database Query		USAGE		
Toll Free Database Query	800 Database - per Query		\$ 0.00231		
POTS Translations	N/A		-		
Multiple Destination & Routing	N/A		\$ 0.00040		
Six Digit Master Number List Turnaround	N/A		\$ 0.00440		
LIDB					
Validation Query (Includes SMS & Sleuth)	N/A		\$ 0.002633		
OLNS Query (Includes SMS)	N/A		\$ 0.002633		
CNAM Query (Includes SMS)	N/A		\$ 0.002666		
Query Transport (Validation and OLNS)	N/A		\$ 0.000033		
CROSS CONNECTS TO COLLOCATION	CROSS CONNECTS TO COLLOCATION			NRC Initial	NRC Additional
EISCC Combined with Loop to Collocation	Voice Grade/ISDN				
Basic	EISCC		\$ 0.44	@	@
Jack Panel	Jack Panel		\$ 1.79	@	@
DS-0	DS-0				
EISCC Combined with Loop to Collocation	EISCC		\$ 26.07	@	@
Jack Panel	Jack Panel		\$ 5.60	@	@
	N/A				
DS-1	DS-1				
EISCC Combined with Loop to Collocation	EISCC		\$ 16.52	@	@
Jack Panel	Jack Panel		\$ 2.49	@	@
Repeater	N/A		\$ 24.15	@	@
DS-3	DS-3				
EISCC Combined with Loop to Collocation	EISCC		\$ 45.80	@	@
Jack Panel	Jack Panel		\$ 25.88	@	@
Repeater	N/A		\$ 101.36	@	@
EISCC Basic to Collocation	N/A				
Basic	N/A		\$ 0.44	@	@
Jack Panel	N/A		\$ 1.79	@	@
DS-0	N/A		\$ 26.07	@	@
Jack Panel	N/A		\$ 5.60	@	@
Repeater	N/A				
DS-1	N/A		\$ 16.52	@	@
Jack Panel	N/A		\$ 2.49	@	@
Repeater	N/A		\$ 24.15	@	@

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PACIFIC BELL TELEPHONE COMPANY
CALIFORNIA
August 15, 2002
Monthly Recurring

APPENDIX PRICING
PACIFIC/SPRINT

			Notes	Monthly	NRC Initial	NRC Additional
				Recurring	"@ " INDICATES TO REFER	
				and/or Resale	TO THE NONRECURRING	
				Discount %	PRICE SHEET FOR RATES	
GENERIC TERMINOLOGY			OANAD TERMINOLOGY			
DS-3		N/A		\$ 45.80	@	@
Jack Panel		N/A		\$ 25.88	@	@
Repeater		N/A		\$ 101.36	@	@
OTHER						NRC
Directory Assistance					NRC Initial	Additional
Directory Assistance Rate Per Call				\$ 0.37000		
Express Call Completion						
Rate per call				\$ 0.15000		
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Directory Assistance (nationwide listing service)						
Rate per call				\$ 0.82		
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				NA	\$ 1,800.00	
Directory Assistance -Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
Directory Assisatance Listing Information Services				See Tariff	Category III Services Section D-5	
Operator Services						
Fully Automated Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Rate per completed automated call				\$ 0.15000		
Operator - Assisted Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Operator Assisted Call Processing (Per work second)				\$ 0.03000		
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				NA	\$ 1,800.00	
Operator Services-Facilities Based Rate Reference-Initial Load				N/A	\$ 2,200.00	
Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load				N/A	\$ 1,000.00	
OA/DA Trunks						
Trunk Installation per trunk				NA	\$ 500.00	\$ 184.00
BLV/I Trunks						
Trunk Installation per trunk				NA	\$ 500.00	\$ 184.00
Ancillary Equipment						
Analog Bridging						
Master Leg Plug 2-wire				\$14.10	\$24.60	
Master Leg Plug 4 wire				\$14.10	\$24.60	
2-wire Analog Bridge Plug				\$13.50	\$24.60	
4-wire Analog Bridge Plug				\$12.85	\$24.60	
Program Audio Bridging						
Program Audio Bridge				\$85.60	\$172.00	
DCS						
DS1 to DSO				See Tariff (CPUC 175-T Section 7.2		
DS3 to DS1				See Tariff (CPUC 175-T Section 7.2		
Network Reconfiguration Service (Also known as CNR)						
DCS Port Charge						
DS1				See Tariff (CPUC 175-T Section 7.2		
DS3				See Tariff (CPUC 175-T Section 7.2		
DCS Establishment Charge				See Tariff (CPUC 175-T Section 7.2		
Database Modification Charge				See Tariff (CPUC 175-T Section 7.2		
Reconfiguration Charge				See Tariff (CPUC 175-T Section 7.2		
Diverse Routing						
DS1 per point of termination				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(With Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(W/O Terminal Equip.)				See Tariff (FCC #1 Section 6)		

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PACIFIC BELL TELEPHONE COMPANY
CALIFORNIA
August 15, 2002
Monthly Recurring

APPENDIX PRICING
PACIFIC/SPRINT

			Monthly	NRC Initial	NRC Additional
GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
	DAL		Refer to California PUC D-5 for prices		
	Migration charge/NXX		NA	\$10,000.00	
	Local disconnect Report (LDR) Per WTN		\$ 0.10	NA	
	Message Exchange				
	ME 3rd Party Host--Facility CLEC				
	CLEC Billing Charge (per message)		\$ 0.05	NA	
	Pacific Billing Charge (per message)		\$ 0.05		
	Pacific Settlement Charge (per message)		\$ 0.016	NA	
	ME PB Host--Facility CLEC				
	Set-Up Charge			\$8,500.00	
	Pacific Monthly Charge		\$1,200.00		
	Pacific Message Processing Rate (per message)		\$0.014		
	Pacific Replacement Tape Fee (per tape)		\$ 50.00		
	Pacific Consulting/Training Fee (per hour)		\$80.00		
	LEC Billing Rate		ICB		
	CLEC Billing Rate (per message)		\$0.05		
	ME 3rd Party or No Host--Resale/UNE-P CLEC				
	CLEC Billing Charge (per message)		\$ 0.05	NA	
	Pacific Settlement Charge (per message)		\$ 0.16		
	ME PB Host--Resale/UNE CLEC				
	Set-Up Charge			\$4,250.00	
	Pacific Monthly Charge		\$600.00		
	Pacific Message Processing Rate (per message)		\$0.014		
	Pacific Message Packaging Rate (per message)		\$0.011		
	Pacific Replacement Tape Fee (per tape)		\$ 50.00		
	Pacific Consulting/Training Fee (per hour)		\$80.00		
	LEC Billing Rate		ICB		
	CLEC Billing Rate (per message)		\$0.05		
	LNP Surcharge		See Tariff (FCC #1 Section13.3.16)		
	Pole and Duct (Structure)		Annual		
	Poles (\$/attachment/yr.)*		\$ 4.28		
	Per Foot Conduit Occupancy Fees				
	Inner Duct (\$/ft/yr.)		\$ 0.47		
	Full Duct (\$/ft/yr)		\$ 0.94		
				Non recurring	
	Contract Administration Fee			\$ 125.00	
	Administrative Record-Keeping Fee			\$ 125.00	
	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.				
	RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION		USAGE		
	End Office Local Termination - Interoffice Terminating				
	Set up charge, per call	/2/	\$ 0.002142		
	Duration charge, per MOU	/2/	\$ 0.000572		
	Tandem Switching - Shared Transport				
	Setup per Call	/2/	\$ 0.000155		
	Setup per Completed Message	/2/	\$ 0.000234		
	Holding Time per MOU	/2/	\$ 0.000139		
	Switched Transport - Common				
	Fixed Mileage per MOU (Fixed Mileage)		\$ 0.001330		
	Variable Mileage per MOU per Mile (Variable Mileage)		\$ 0.000021		
	TRANSITING-LOCAL TRAFFIC				
	Setup per completion (Setup per Call)		\$ 0.0011300		
	Holding term per MOU (MOU)		\$ 0.0027700		
	RESALE		Resale Discounts		
			Recurring	Non recurring	
	LOCAL EXCHANGE SERVICE				
	Individual Line Measured Rate Residence Service		17%	17%	
	Individual Line Measured Rate Business Service		17%	17%	
	Individual Line Flat Rate Residence Service		17%	17%	
	Farmer Line Service		17%	17%	

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PACIFIC/SPRINT

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			Recurring	"@" INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
LOCAL USAGE, ZUM, and EAS					
VERTICAL SERVICES					
Three Way Calling			17%	17%	
Call Forwarding			17%	17%	
Busy Call Forwarding			17%	17%	
Delayed Call Forwarding			17%	17%	
Remote Access to Call Forwarding			17%	17%	
Call Screen			17%	17%	
Select Call Forwarding			17%	17%	
Priority Ringing			17%	17%	
Repeat Dialing			17%	17%	
Call Return			17%	17%	
Caller ID			17%	17%	
Call Waiting			17%	17%	
Speed Calling - 8 code capacity			17%	17%	
Speed Calling - 30 code capacity			17%	17%	
Intercom			17%	17%	
Intercom Plus			17%	17%	
Call Trace			17%	17%	
Caller ID on Analog Centrex-Like Lines			17%	17%	
Caller ID on PBX Lines			17%	17%	
Caller ID on Dedicated Custom 8 Service			17%	17%	
Direct Connect			17%	17%	
Usage Sensitive Custom Calling Services			17%	17%	
Premiere Communications Systems - Resale			17%	17%	
Remote Call Forwarding			17%	17%	
Direct Connect			17%	17%	
CENTREX-LIKE					
Hunting Service			17%	17%	
Airport Intercommunicating Service			17%	17%	
Central Office Electronic Tandem Switching			17%	17%	
Centrex-Like ISDN			17%	17%	
ISDN					
ISDN- BRI			17%	17%	
Primary Rate ISDN (PRI)			17%	17%	
Personal ISDN			17%	17%	
Centrex-Like ISDN					
TOLL					
Local Plus (Intralata Toll)			17%	17%	
Two-Point Message Telecommunications Service (Local Toll)			17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)					
Dedicated Access Line			17%	17%	
Custom 8 Digital Data			17%	17%	
EASY 8 Toll Free Service			17%	17%	
Easy 8 Digital Data			17%	17%	
Easy 8 Directory Assistance Listing			17%	17%	
California 976			17%	17%	
California 900			17%	17%	
Information Services Call Blocking			17%	17%	
OPTIONAL TOLL CALLING PLANS					
Resale Residence Usage Discount- Direct Discount			17%	17%	
Resale Residence Usage Discount- Service Area			17%	17%	
Resale Residence Usage Discount- Community			17%	17%	
Resale Residence Usage Discount- Easy Saver			17%	17%	
Resale Residence Usage Discount- Saver 60			17%	17%	
Resale Residence Usage Discount- Saver Plus			17%	17%	
Resale Business Usage Discount- Direct Discount			17%	17%	
Resale Business Usage Discount- Plan 50			17%	17%	
Resale Business Usage Discount- Plan 1000			17%	17%	
Resale Business Usage Discount- Volume Discount			17%	17%	
Resale Business Usage Discount - Plus			17%	17%	
DIRECTORY ASSISTANCE			17%	17%	
Nationwide Listing Services (NLS)			17%	17%	
Express Call Completion			17%	17%	
CVN Service			17%	17%	
TRUNKS					
Flat Rate Trunk			17%	17%	
Trunk Line Service			17%	17%	

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			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
Data Services					
Gigabit Ethernet Metropolitan Area Network (GigaMAN)			17%	17%	
PBX Trunks			17%	17%	
Multit-Service Optical Network (MON)			17%	17%	
OTHER					
Number Retention Service			17%	17%	
Number Referral Service			17%	17%	
Number Services (Personalized TNS)			17%	17%	
Voice Based Information Services			17%	17%	
Promotional Pricing (90 days +)			17%	17%	
Private Branch Exchange Services			17%	17%	
Short Duration Service			17%	17%	
Grandfathered Services			17%	17%	
Message Waiting Indicator (MWI++)			17%	17%	
Call Forwarding Busy Line			17%	17%	
Call Forwarding/ Don't Answer			17%	17%	
Call Forwarding Busy Line/ Don't Answer			17%	17%	
Foreign Exchange Service			17%	17%	
Foreign Prefix Service			17%	17%	
Off Premise Extensions			17%	17%	
Operator Services and Directory Assistance			17%	17%	
TELEPHONE ANSWERING SERVICE			17%	17%	
Secretarial Answering Service			17%	17%	
Occasional Service			17%	17%	
Concentrator- Identifier Service			17%	17%	
Answering Line Service			17%	17%	
DIRECT INWARD DIALING SERVICE			17%	17%	
Tie Line Service			17%	17%	
Interexchange Channel			17%	17%	
Directory Listings Alternate User Listings			17%	17%	
Business Individual Line Service			17%	17%	
Premium Subscriber Plan			17%	17%	
Premiere Subscriber Plan			17%	17%	
Power Distribution Alarm And Control System			17%	17%	
Custom Virtual Network			17%	17%	
WATS Service			17%	17%	
Basic Service Elements and					
Complementary Network Services			17%	17%	
Business Answering Lines			17%	17%	
Short Duration Service			17%	17%	
OTHER (Resale)					
On products below, for discount, if any please see applicable tariff					
Access Products			0%	0%	
Electronic Tandem Switching *			0%	0%	
Private Line Services			0%	0%	
Digital Data Over Voice			0%	0%	
Group Video			0%	0%	
High Voltage Protection			0%	0%	
Switched SMDS			0%	0%	
Switched 56			0%	0%	
All Broadband and Fast Packet Services			0%	0%	
* Pending CPUC approval of Advice Letter No. 18432					
Other Services			0%	0%	
Centrex-Like Number Retention Service			0%	0%	
Off-Premise Extension Service			0%	0%	
Promotions Exceeding 90 days			0%	0%	
Contract Plans			0%	0%	
Remote Call Forwarding			0%	0%	
COPT			0%	0%	
Labor/Network Rearrangements			0%	0%	
Visit Charge (Trouble Identification)			0%	0%	
Cable services All, IW			0%	0%	
Electronic Billing Information Data (daily usage)			\$ 0.003	NA	
per message					
Fraud Alert Referral					
Usage per Alert Referral			\$ 11.10	\$ 700.00	

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

PACIFIC BELL TELEPHONE COMPANY
CALIFORNIA
August 15, 2002
Monthly Recurring

APPENDIX PRICING
PACIFIC/SPRINT

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Notes	Monthly	NRC Initial	NRC Additional
			Recurring	"@ " INDICATES TO REFER	
			and/or Resale	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
Repair Transfer Service (per subsequent change)					
Recorded Name Announcement			NA	\$ 2,300.00	
800/888 Telephone Number			NA	\$ 750.00	
Name Announcement & Telephone Number			NA	\$ 2,400.00	
Slamming Investigation Fee			NA	\$ 50.00	
Local disconnect Report (LDR)					
Per WTN			\$ 0.10	NA	
Traffic Alert Referral Service Usage charge/alert			TBD	N/A	
End User Change Over (per billable telephone number)					
Business			\$ 5.81		
Residence			\$ 4.15		
Complex			\$ 5.81		
LNP Service Charge			\$ 0.34		
Directory Assistance				NRC Initial	NRC Additional
Call Branding					
Establish/Change Branding Announcement (Per TOPS - Switch)			NA	\$ 1,800.00	\$ 1,800.00
DA Services rate/ reference information					
Rate per initial load			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent rate change			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent reference change			N/A	\$ 2,200.00	\$ 1,000.00
Operator Services					
Call Branding					
Establish/Change Branding Announcement (Per TOPS - Switch)			NA	\$ 1,800.00	\$ 1,800.00
Operator Services rate/reference information					
Rate per initial load			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent rate change			N/A	\$ 2,200.00	\$ 1,000.00
Rate per subsequent reference change			N/A	\$ 2,200.00	\$ 1,000.00
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. CLECs may not use both rate structures.					
/2/ The Parties acknowledge and agree that the interim rates adopted in CPUC Order# 02-05-042 are subject to adjustment, either up or down, from the effective date of this order until final rates are adopted.					
/3/ The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/SPRINT

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CROSS CONNECT								
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
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APPENDIX PRICING
PACIFIC/SPRINT

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC3 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.41	\$2.41	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
EISCC - OC12 - ADDITIONAL - (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$46.94	\$37.73	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$611.76	\$260.44	\$0.00	\$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	\$4.68	\$4.68	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00
OC12 to OC3 (MECHANIZED)	\$0.19	\$0.19	\$0.00	\$0.00	\$98.75	\$40.88	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
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APPENDIX PRICING
PACIFIC/SPRINT

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$71.39	\$54.01	\$56.59	\$52.07	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$44.91	\$26.06	\$28.32	\$23.90	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.05	\$2.63	\$2.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$56.52	\$51.55	\$52.11	\$49.54	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$29.74	\$23.94	\$24.51	\$22.04	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.89	\$2.66	\$2.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.24	\$0.00	\$46.53	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.27	\$15.61	\$21.27	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
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APPENDIX PRICING
PACIFIC/SPRINT

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$69.83	\$34.85	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$69.83	\$34.85	\$0.00	\$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00

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DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC3 (MECHANIZED) - INITIAL& ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	\$84.22	\$51.99	\$0.00	\$49.18	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	\$54.01	\$21.78	\$0.00	\$17.10	\$129.26	\$46.56	\$0.00	\$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	\$0.84	\$0.84	\$0.00	\$0.00	\$129.26	\$46.56	\$0.00	\$0.00
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00

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DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
DS3 Loop - INITIAL (Manual)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - INITIAL (Mechanized))	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DSL CAPABLE LOOPS:								
2-Wire Digital Loop ISDN/IDSL								
PSD #1 - 2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.68	\$0.00	\$0.00
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00

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Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop								
PSD #3 - 4-Wire xDSL Loop								
Initial - manual/fax - complex	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Non Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00
**HFPL Cross Connects - CLEC Owned Splitter Integrated								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$16.38	\$15.40	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$11.85	\$8.73	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$16.38	\$15.40	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$11.85	\$8.73	TBD	\$0.00

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**HFPL Cross Connects - SBC Owned Splitter								
HFPL Cross Connects, per line- Initial (Manual/Fax)	\$57.53	\$48.94	\$52.25	\$47.42	\$19.99	\$16.57	TBD	\$0.00
HFPL Cross Connects, per line-Additional (Manual/Fax)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (CESAR/LEX)	\$29.93	\$21.03	\$24.33	\$19.58	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line- Additional (CESAR/LEX)	\$3.24	\$1.85	\$2.02	\$0.00	\$15.00	\$9.79	TBD	\$0.00
HFPL Crossconnects, per line- Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$19.99	\$16.57	TBD	\$0.00
HFPL Crossconnects, per line-Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$9.79	TBD	\$0.00

**** The Parties acknowledge and agree the rates set forth for Channel Connections are interim and subject to true-up pending state established rates.**

LOCAL SWITCHING CAPABILITY, SWITCHING PORT

BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00

NETWORK INTERFACE DEVICE (NID)

NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00

Pacific Bell Telephone Company
Non-Recurring
June 21, 2000

APPENDIX PRICING
PACIFIC/SPRINT

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.09	\$21.57	\$24.00	\$19.61	\$164.68	\$54.21	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00

California
Merger Commitment Amendments

SPRINT COMMUNICATIONS COMPANY L.P.

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion		(CLEC must certify use for Residence End Users Only)		
Statewide		\$9.69	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
OSS Promotion (xDSL Loops)				
All DSL Loops, Excluding ISDN-DSL				
Statewide		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion				
Network Component		NA	\$28.15	\$12.05
Analog Line Port				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.				

APPENDIX-PRICING

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APPENDIX PRICING**1. INTRODUCTION**

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 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.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-OH** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-OH** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-OH** and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, **AM-OH** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing 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.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-OH**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

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 UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-OH** 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, **AM-OH** 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 UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-OH** network, without any changes to **AM-OH**’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 Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers 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 **AM-OH** to process a request for installation, disconnection, rearrangement, changes to or record orders for 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. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-OH** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-OH** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

- 4.3.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
- 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

5. **BILLING**

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

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

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

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

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
2		<u>UNBUNDLED NETWORK ELEMENTS</u>		
3		<u>Unbundled Loops</u>		
4		2-Wire Analog - Metro (Access Area B)	\$ 5.84	See NRC prices below
5		2-Wire Analog - Suburban (Access Area C)	\$ 7.88	See NRC prices below
6		2-Wire Analog - Rural (Access Area D)	\$ 9.43	See NRC prices below
7		2-Wire Ground Start - Metro (Access Area B)	\$ 6.07	See NRC prices below
8		2-Wire Ground Start - Suburban (Access Area C)	\$ 8.50	See NRC prices below
9		2-Wire Ground Start - Rural (Access Area D)	\$ 10.02	See NRC prices below
10		2-Wire Coin - Metro (Access Area B)	\$ 5.84	See NRC prices below
11		2-Wire Coin - Suburban (Access Area C)	\$ 7.88	See NRC prices below
12		2-Wire Coin - Rural (Access Area D)	\$ 9.43	See NRC prices below
13		2-Wire EKL - Metro (Access Area B)	\$ 7.36	See NRC prices below
14		2-Wire EKL - Suburban (Access Area C)	\$ 12.02	See NRC prices below
15		2-Wire EKL - Rural (Access Area D)	\$ 13.35	See NRC prices below
16		Conditioning for dB Loss		See NRC prices below
17		4-Wire Analog - Metro (Access Area B)	\$ 10.29	See NRC prices below
18		4-Wire Analog - Suburban (Access Area C)	\$ 16.41	See NRC prices below
19		4-Wire Analog - Rural (Access Area D)	\$ 19.37	See NRC prices below
20		2-Wire Digital - Metro (Access Area B)	\$ 6.38	See NRC prices below
21		2-Wire Digital - Suburban (Access Area C)	\$ 9.34	See NRC prices below
22		2-Wire Digital - Rural (Access Area D)	\$ 10.79	See NRC prices below
23		4-Wire Digital - Metro (Access Area B)	\$ 66.45	See NRC prices below
24		4-Wire Digital - Suburban (Access Area C)	\$ 81.14	See NRC prices below
25		4-Wire Digital - Rural (Access Area D)	\$ 62.07	See NRC prices below
26	##	DS3 Loop - Metro (Access Area B)	\$ 729.02	See NRC prices below
27	##	DS3 Loop - Suburban (Access Area C)	\$ 821.81	See NRC prices below
28	##	DS3 Loop - Rural (Access Area D)	\$ 825.60	See NRC prices below
29		DSL Capable Loops		
30		2-Wire Digital Loop ISDN/IDSL		
31		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Metro	See 2-Wire Digital Above	See NRC prices below
32		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Suburban	See 2-Wire Digital Above	See NRC prices below
33		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area D- Rural	See 2-Wire Digital Above	See NRC prices below
34		2-Wire xDSL Loop		
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
36		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
37		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
38				
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
40		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
41		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
42				
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
44		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
45		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
46				
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
48		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
49		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
50				
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
52		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
53		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
54				
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
56		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
57		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
58		4-Wire xDSL Loop		
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	\$ 10.29	See NRC prices below
60		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	\$ 16.41	See NRC prices below
61		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	\$ 19.37	See NRC prices below

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
62		IDSL Capable Loop				
63		IDSL Loop Access Area B - Metro	\$ 6.38		See NRC prices below	
64		IDSL Loop Access Area C - Suburban	\$ 9.34		See NRC prices below	
65		IDSL Loop Access Area D - Rural	\$ 10.79		See NRC prices below	
66						
67		Loop Non-Recurring Charges				
68		Service Ordering - Per Order	N/A		\$ 16.02	N/A
69		Line Connection - Per Loop	N/A		\$ 30.61	N/A
70	##	DS3 - Administrative	N/A		\$ 205.57	N/A
71	##	DS3 - Design & Central Office	N/A		\$ 643.36	N/A
72	##	DS3 - Customer Connection	N/A		\$ 219.32	N/A
73						
74		Service Coordination fee per account, per CO.	\$ 0.48			
75						
76	HFPL					
77		HFPL Loop				
78	* ##	HFPL Loop - Access Area B- Metro	\$ 2.92		N/A	N/A
79	* ##	HFPL Loop - Access Area C- Suburban	\$ 3.94		N/A	N/A
80	* ##	HFPL Loop - Access Area D- Rural	\$ 4.72		N/A	N/A
81		HFPL Cross Connects				
82	* ##	HFPL Cross Connect - CLEC Owned Non Integrated	\$ 0.48		\$ 131.06	N/A
83	* ##	HFPL Cross Connect - CLEC Owned Integrated	\$ 0.48		\$ 131.06	N/A
84	* ##	HFPL Cross Connect - SBC Owned	\$ 0.48		\$ 131.06	N/A
85		The price assumes all Central Office cross-connects required to provision the HFPL product				
86		HFPL Splitter				
87	* ##	SBC owned splitter--line at a time	\$ 0.94		N/A	N/A
88		HFPL OSS Charge				
89	* ##	HFPL OSS Charge - per line	\$ 0.87		N/A	N/A
90		HFPL LST				
91	* ##	Line & Station Transfer(LST)	N/A		TBD	TBD
92		HFPL Service Order				
93	* ##	HFPL Service Order Charge	N/A		\$ 16.23	N/A
94						
95		Loop Qualification Process				
96		Loop Qualification Process - Mechanized	N/A		\$ 0.10	N/A
97		Loop Qualification Process - Manual	N/A		TBD	N/A
98		Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
99						
100		xDSL Conditioning Options				
101	##	DSL Conditioning Options - >12KFT and < 17.5KFT				
102	##	Removal of Repeater Options	N/A		\$ 121.89	N/A
103	##	Removal Bridged Tap Option	N/A		\$ 417.78	N/A
104	##	Removal of Load Coil	N/A		\$ 437.91	N/A
105	##	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
106	##	Removal of Repeater Options	N/A		\$ 152.54	N/A
107	##	Removal Bridged Tap Option	N/A		\$ 362.11	N/A
108	##	Removal of Load Coil	N/A		\$ 588.49	N/A
109	##					
110	##	DSL Conditioning - Removal of Bridged Tap (RABT)				
111	##	Removal of All Bridged Taps - Initial	N/A		\$ 634.27	
112	##	(xDSL loops from 12,000ft to 17,500ft in length for Excessive and 0 to 17,500ft in length for Non-Excessive)				
113	##	Removal of Non-Excessive Bridged Tap - Initial	N/A		\$ 245.00	
114	##	(xDSL loops from 0ft to 17,500ft in Length)				
115	##	Removal of all Bridged Tap > 17,500ft, (per occurrence) - Incremental	N/A		\$ 245.00	
116	##	(xDSL loops greater than 17,500ft in length)				
117	##	Removal of Non-Excessive Bridged Tap > 17,500ft (per occurrence) - Incremental	N/A		\$ 245.00	
118	##	(xDSL loops greater than 17,500 ft in Length)				
119						

**AMERITECH
TELEPHONE CO
OHIO
August 27, 2002**

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
120	SUB-LOOPS			
121	##	CO to ECS sub-loop		
122	##	2 Wire Analog - area B	\$ 5.49	See NRC prices below
123	##	2 Wire Analog - Area C	\$ 6.24	See NRC prices below
124	##	2 Wire Analog - area D	\$ 9.34	See NRC prices below
125	##	4 Wire Analog - area B	\$ 13.58	See NRC prices below
126	##	4 Wire Analog - area C	\$ 16.13	See NRC prices below
127	##	4 Wire Analog - area D	\$ 22.01	See NRC prices below
128	##	2 Wire DSL - area B	TBD	See NRC prices below
129	##	2 Wire DSL - area C	TBD	See NRC prices below
130	##	2 Wire DSL - area D	TBD	See NRC prices below
131	##	4 Wire DSL - area B	TBD	See NRC prices below
132	##	4 Wire DSL - area C	TBD	See NRC prices below
133	##	4 Wire DSL - area D	TBD	See NRC prices below
134	##	2 Wire ISDN Compatible - area B	\$ 12.85	See NRC prices below
135	##	2 Wire ISDN Compatible - area C	\$ 14.10	See NRC prices below
136	##	2 Wire ISDN Compatible - area D	\$ 23.62	See NRC prices below
137	##	CO to RT sub-loop		
138	##	4 Wire DS1 Compatible - area B	\$ 95.36	See NRC prices below
139	##	4 Wire DS1 Compatible - area C	\$ 89.34	See NRC prices below
140	##	4 Wire DS1 Compatible - area D	\$ 112.84	See NRC prices below
141	##	DS3 compatible subloop - Area B	\$ 716.71	See NRC prices below
142	##	DS3 compatible subloop - Area C	\$ 806.96	See NRC prices below
143	##	DS3 compatible subloop - Area D	\$ 810.62	See NRC prices below
144	##	CO to SAI Sub-Loop		
145	##	2 Wire Analog - area B	\$ 5.87	See NRC prices below
146	##	2 Wire Analog - Area C	\$ 6.95	See NRC prices below
147	##	2 Wire Analog - area D	\$ 9.16	See NRC prices below
148	##	4 Wire Analog - area B	\$ 14.31	See NRC prices below
149	##	4 Wire Analog - area C	\$ 17.55	See NRC prices below
150	##	4 Wire Analog - area D	\$ 21.63	See NRC prices below
151	##	2 Wire DSL - area B	\$ 5.04	See NRC prices below
152	##	2 Wire DSL - area C	\$ 6.10	See NRC prices below
153	##	2 Wire DSL - area D	\$ 6.50	See NRC prices below
154	##	4 Wire DSL - area B	\$ 10.02	See NRC prices below
155	##	4 Wire DSL - area C	\$ 12.18	See NRC prices below
156	##	4 Wire DSL - area D	\$ 12.96	See NRC prices below
157	##	2 Wire ISDN Compatible - area B	\$ 9.92	See NRC prices below
158	##	2 Wire ISDN Compatible - area C	\$ 12.70	See NRC prices below
159	##	2 Wire ISDN Compatible - area D	\$ 18.58	See NRC prices below
160	##	CO to Terminal sub-loop		
161	##	2 Wire Analog - area B	\$ 8.36	See NRC prices below
162	##	2 Wire Analog - Area C	\$ 11.70	See NRC prices below
163	##	2 Wire Analog - area D	\$ 15.86	See NRC prices below
164	##	4 Wire Analog - area B	\$ 19.36	See NRC prices below
165	##	4 Wire Analog - area C	\$ 27.05	See NRC prices below
166	##	4 Wire Analog - area D	\$ 35.05	See NRC prices below
167	##	2 Wire DSL - area B	\$ 7.52	See NRC prices below
168	##	2 Wire DSL - area C	\$ 10.87	See NRC prices below
169	##	2 Wire DSL - area D	\$ 13.22	See NRC prices below
170	##	4 Wire DSL - area B	\$ 15.06	See NRC prices below
171	##	4 Wire DSL - area C	\$ 21.69	See NRC prices below
172	##	4 Wire DSL - area D	\$ 26.38	See NRC prices below
173	##	2 Wire ISDN Compatible - area B	\$ 12.41	See NRC prices below
174	##	2 Wire ISDN Compatible - area C	\$ 17.45	See NRC prices below
175	##	2 Wire ISDN Compatible - area D	\$ 25.28	See NRC prices below
176	##	ECS to SAI sub-loop		
177	##	2 Wire Analog - area B	\$ 0.95	See NRC prices below
178	##	2 Wire Analog - Area C	\$ 1.16	See NRC prices below
179	##	2 Wire Analog - area D	\$ 1.70	See NRC prices below
180	##	4 Wire Analog - area B	\$ 1.89	See NRC prices below
181	##	4 Wire Analog - area C	\$ 2.31	See NRC prices below

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**AMERITECH
TELEPHONE CO
OHIO**
August 27, 2002

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
182	##	4 Wire Analog - area D	\$ 3.36	See NRC prices below
183	##	2 Wire DSL - area B	\$ 0.95	See NRC prices below
184	##	2 Wire DSL - area C	\$ 1.16	See NRC prices below
185	##	2 Wire DSL - area D	\$ 1.70	See NRC prices below
186	##	4 Wire DSL - area B	\$ 1.89	See NRC prices below
187	##	4 Wire DSL - area C	\$ 2.31	See NRC prices below
188	##	4 Wire DSL - area D	\$ 3.36	See NRC prices below
189	##	ECS to Terminal sub-loop		
190	##	2 Wire Analog - area B	\$ 3.44	See NRC prices below
191	##	2 Wire Analog - Area C	\$ 5.92	See NRC prices below
192	##	2 Wire Analog - area D	\$ 8.40	See NRC prices below
193	##	4 Wire Analog - area B	\$ 6.93	See NRC prices below
194	##	4 Wire Analog - area C	\$ 11.81	See NRC prices below
195	##	4 Wire Analog - area D	\$ 16.77	See NRC prices below
196	##	2 Wire DSL - area B	\$ 3.44	See NRC prices below
197	##	2 Wire DSL - area C	\$ 5.92	See NRC prices below
198	##	2 Wire DSL - area D	\$ 8.40	See NRC prices below
199	##	4 Wire DSL - area B	\$ 6.93	See NRC prices below
200	##	4 Wire DSL - area C	\$ 11.81	See NRC prices below
201	##	4 Wire DSL - area D	\$ 16.77	See NRC prices below
202	##	ECS to NID sub-loop		
203	##	2 Wire Analog - area B	\$ 4.40	See NRC prices below
204	##	2 Wire Analog - Area C	\$ 7.02	See NRC prices below
205	##	2 Wire Analog - area D	\$ 9.66	See NRC prices below
206	##	4 Wire Analog - area B	\$ 8.82	See NRC prices below
207	##	4 Wire Analog - area C	\$ 14.00	See NRC prices below
208	##	4 Wire Analog - area D	\$ 19.29	See NRC prices below
209	##	2 Wire DSL - area B	\$ 4.40	See NRC prices below
210	##	2 Wire DSL - area C	\$ 7.02	See NRC prices below
211	##	2 Wire DSL - area D	\$ 9.66	See NRC prices below
212	##	4 Wire DSL - area B	\$ 8.82	See NRC prices below
213	##	4 Wire DSL - area C	\$ 14.00	See NRC prices below
214	##	4 Wire DSL - area D	\$ 19.29	See NRC prices below
215	##	SAI to Terminal sub-loop		
216	##	2 Wire Analog - area B	\$ 3.59	See NRC prices below
217	##	2 Wire Analog - Area C	\$ 5.61	See NRC prices below
218	##	2 Wire Analog - area D	\$ 7.70	See NRC prices below
219	##	4 Wire Analog - area B	\$ 7.25	See NRC prices below
220	##	4 Wire Analog - area C	\$ 11.22	See NRC prices below
221	##	4 Wire Analog - area D	\$ 15.42	See NRC prices below
222	##	2 Wire DSL - area B	\$ 3.59	See NRC prices below
223	##	2 Wire DSL - area C	\$ 5.61	See NRC prices below
224	##	2 Wire DSL - area D	\$ 7.70	See NRC prices below
225	##	4 Wire DSL - area B	\$ 7.25	See NRC prices below
226	##	4 Wire DSL - area C	\$ 11.22	See NRC prices below
227	##	4 Wire DSL - area D	\$ 15.42	See NRC prices below
228	##	SAI to NID sub-loop		
229	##	2 Wire Analog - area B	\$ 4.54	See NRC prices below
230	##	2 Wire Analog - Area C	\$ 6.71	See NRC prices below
231	##	2 Wire Analog - area D	\$ 8.97	See NRC prices below
232	##	4 Wire Analog - area B	\$ 9.14	See NRC prices below
233	##	4 Wire Analog - area C	\$ 13.42	See NRC prices below
234	##	4 Wire Analog - area D	\$ 17.94	See NRC prices below
235	##	2 Wire DSL - area B	\$ 4.54	See NRC prices below
236	##	2 Wire DSL - area C	\$ 6.71	See NRC prices below
237	##	2 Wire DSL - area D	\$ 8.97	See NRC prices below
238	##	4 Wire DSL - area B	\$ 9.14	See NRC prices below
239	##	4 Wire DSL - area C	\$ 13.42	See NRC prices below
240	##	4 Wire DSL - area D	\$ 17.94	See NRC prices below

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**AMERITECH
TELEPHONE CO
OHIO
August 27, 2002**

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
241	##	Terminal to NID sub-loop				
242	##	2 Wire Analog - area B	\$	1.36		See NRC prices below
243	##	2 Wire Analog - Area C	\$	1.61		See NRC prices below
244	##	2 Wire Analog - area D	\$	1.76		See NRC prices below
245	##	4 Wire Analog - area B	\$	2.78		See NRC prices below
246	##	4 Wire Analog - area C	\$	3.18		See NRC prices below
247	##	4 Wire Analog - area D	\$	3.53		See NRC prices below
248	##	2 Wire DSL - area B	\$	1.36		See NRC prices below
249	##	2 Wire DSL - area C	\$	1.61		See NRC prices below
250	##	2 Wire DSL - area D	\$	1.76		See NRC prices below
251	##	4 Wire DSL - area B	\$	2.78		See NRC prices below
252	##	4 Wire DSL - area C	\$	3.18		See NRC prices below
253	##	4 Wire DSL - area D	\$	3.53		See NRC prices below
254	##	NID sub-loop element				
255	##	2 Wire Analog - area B	\$	0.18		See NRC prices below
256	##	2 Wire Analog - Area C	\$	0.18		See NRC prices below
257	##	2 Wire Analog - area D	\$	0.18		See NRC prices below
258	##	4 Wire Analog - area B	\$	0.35		See NRC prices below
259	##	4 Wire Analog - area C	\$	0.33		See NRC prices below
260	##	4 Wire Analog - area D	\$	0.33		See NRC prices below
261	##	2 Wire DSL - area B	\$	0.18		See NRC prices below
262	##	2 Wire DSL - area C	\$	0.18		See NRC prices below
263	##	2 Wire DSL - area D	\$	0.18		See NRC prices below
264	##	4 Wire DSL - area B	\$	0.35		See NRC prices below
265	##	4 Wire DSL - area C	\$	0.33		See NRC prices below
266	##	4 Wire DSL - area D	\$	0.33		See NRC prices below
267	##	2 Wire ISDN Compatible - area B	\$	0.18		See NRC prices below
268	##	2 Wire ISDN Compatible - area C	\$	0.18		See NRC prices below
269	##	2 Wire ISDN Compatible - area D	\$	0.18		See NRC prices below
270	##	4 Wire DS1 Compatible - area B	TBD			See NRC prices below
271	##	4 Wire DS1 Compatible - area C	TBD			See NRC prices below
272	##	4 Wire DS1 Compatible - area D	TBD			See NRC prices below
273	##	DS3 compatible subloop - Area B	TBD			See NRC prices below
274	##	DS3 compatible subloop - Area C	TBD			See NRC prices below
275	##	DS3 compatible subloop - Area D	TBD			See NRC prices below
276	##	Sub-Loop Non-Recurring Charges				
277	##	2-Wire Analog Sub-Loop			\$	217.57
278	##	4-Wire Analog Sub-Loop			\$	218.54
279	##	2-Wire xDSL Digital Sub-Loop			\$	250.83
280	##	4-Wire xDSL Digital Sub-Loop			\$	255.11
281	##	2-Wire ISDN Digital Sub-Loop			\$	278.37
282	##	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	470.27
283	##	DS3 Sub-Loop			\$	619.58
284	##	Sub-Loop Service Order Charge				
285	##	Establish, per occasion			\$	16.23
286	##	Sub-Loop Line Connection Charge				
287	##	per occasion			\$	31.00
288						
289		Cross Connects				
290		2-Wire	\$	0.15		NA
291		4-Wire	\$	0.29		NA
292		6-Wire	\$	0.45		NA
293		8-Wire	\$	0.59		NA
294		DS1/LT1	\$	0.40		NA
295		DS3/LT3	\$	0.70		NA
296		OC3	\$	74.32		NA
297		OC12	\$	391.72		NA
298		OC48	\$	955.39		NA
299	##	DS3 C.O. Cross-Connect to Collocation	\$	30.54		N/A
300						

TBD - To be determined
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NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
301		Dedicated Transport		
302		Entrance Facility:		
303		DS1 Zone 1	\$ 66.45	NA
304		Zone 2	\$ 81.14	NA
305		Zone 3	\$ 62.07	NA
306		DS3 Zone 1	\$ 560.77	NA
307		Zone 2	\$ 646.31	NA
308		Zone 3	\$ 693.84	NA
309		OC3 All Zones	\$ 269.65	NA
310		OC12 All Zones	\$ 464.01	NA
311		OC48 All Zones	\$ 1,931.85	NA
312				
313		Interoffice Transport:		
314		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 14.79	NA
315		Interoffice Mileage - Per Mile - All Zones	\$ 1.64	NA
316		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 127.75	NA
317		Interoffice Mileage - Per Mile - All Zones	\$ 21.61	NA
318		OC3 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 326.14	NA
319		Interoffice Mileage - Per Mile - All Zones	\$ 206.39	NA
320		OC12 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 554.09	NA
321		Interoffice Mileage - Per Mile - All Zones	\$ 370.49	NA
322		OC48 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,219.10	NA
323		Interoffice Mileage - Per Mile - All Zones	\$ 264.08	NA
324				
325		Multiplexing		
326		DS1 to Voice Grade	\$ 279.80	NA
327		DS3 to DS1	\$ 372.85	NA
328		OC3 Add/Drop Multiplexing - Per Arrangement	\$ 528.23	NA
329		Add/Drop Function		
330		- Per DS3 Add or Drop	\$ 101.70	NA
331		- Per DS1 Add or Drop	\$ 31.40	NA
332		OC12 Add/Drop Multiplexing - Per Arrangement	\$ 592.17	NA
333		Add/Drop Function		
334		- Per OC3 Add or Drop	\$ 141.66	NA
335		- Per DS3 Add or Drop	\$ 30.72	NA
336		OC48 Add/Drop Multiplexing - Per Arrangement	\$ 665.51	NA
337		Add/Drop Function		
338		- Per OC12 Add or Drop	\$ 307.93	NA
339		- Per OC3 Add or Drop	\$ 142.38	NA
340		- Per DS3 Add or Drop	\$ 49.30	NA
341				
342		Dedicated Transport Cross Connects		
343		DS1	\$ 0.40	NA
344		DS3	\$ 0.70	NA
345		OC3	\$ 74.32	NA
346		OC12	\$ 391.72	NA
347		OC48	\$ 955.39	NA
348				
349		Dedicated Transport Optional Features & Functions		
350		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		\$ 402.28
351		OC3 1+1 Protection - Per OC3 Entrance Facility	\$ 40.23	NA
352		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 40.23	\$ 2,733.58
353		1+1 Protection with Route Survivability (1 & 2 below apply)		
354		- (1) Per OC3 Entrance Facility	\$ 40.23	NA
355		- (2) Per Quarter Route Mile	\$ 47.49	NA
356		OC12 1+1 Protection - Per OC12 Entrance Facility	\$ 198.99	NA
357		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 198.99	\$ 2,733.58
358		1+1 Protection with Route Survivability (1 & 2 below apply)		
359		- (1) Per OC12 Entrance Facility	\$ 198.99	NA
360		- (2) Per Quarter Route Mile	\$ 42.08	NA

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
361		OC48 1+1 Protection - Per OC48 Entrance Facility	\$ 826.72	NA
362		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 826.72	\$ 2,733.58
363		1+1 Protection with Route Survivability (1 & 2 below apply)		
364		- (1) Per OC48 Entrance Facility	\$ 826.72	NA
365		- (2) Per Quarter Route Mile	\$ 70.75	NA
366				
367		Dedicated Transport Installation & Rearrangement Charges		
368		DS1 Administration Charge - Per Order	NA	\$ 394.30
369		Design & Central Office Connection Charge - Per Circuit	NA	\$ 624.17
370		Carrier Connection Charge - Per Order	NA	\$ 512.19
371		DS3 Administration Charge - Per Order	NA	\$ 299.28
372		Design & Central Office Connection Charge - Per Circuit	NA	\$ 663.29
373		Carrier Connection Charge - Per Order	NA	\$ 351.77
374		OC3 Administration Charge - Per Order	NA	\$ 116.40
375		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96
376		Carrier Connection Charge - Per Order	NA	\$ 652.38
377		OC12 Administration Charge - Per Order	NA	\$ 116.40
378		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96
379		Carrier Connection Charge - Per Order	NA	\$ 652.38
380		OC48 Administration Charge - Per Order	NA	\$ 116.40
381		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96
382		Carrier Connection Charge - Per Order	NA	\$ 652.38
383				
384		Dedicated Transport Network Reconfiguration Service (NRS)		
385		On rates, terms and conditions specified in FCC Tariff No. 2		3
386				
387		Digital Cross-Connect System		
388		DCS Port Charge		
389		DS1	ICB	ICB
390		DS3	ICB	ICB
391		DCS Establishment Charge	ICB	ICB
392		Database Modification Charge	ICB	ICB
393		Reconfiguration Charge	ICB	ICB
394				
395		Dark Fiber		
396	##	Dark Fiber Interoffice		
397	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$75.79	NA
398	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.00159	NA
399	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$3.20	NA
400	##	Dark Fiber Loop / Subloop		
401	##	Dark Fiber Loop/SubLoop Termination (Per Termination per Fiber)	\$12.84	NA
402	##	Dark Fiber Loop/SubLoop Mileage (Per Fiber per Foot)	\$0.00176	NA
403	##	Dark Fiber Loop/Subloop Cross Connect (Per Termination per Fiber)	\$2.62	NA
404	##	Inquiry (Per Request)		
405	##	Dark Fiber Loop - NRC	NA	\$73.25
406	##	Dark Fiber Sub-Loop - NRC	NA	\$73.25
407	##	Dark Fiber Interoffice Transport - NRC	NA	\$290.65
408	##	FIRM ORDER (Per Fiber Strand)		
409	##	Administrative per Order		
410	##	Connect	NA	\$11.53
411	##	Disconnect	NA	\$10.21
412	##	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)		
413	##	Connect	NA	\$343.23
414	##	Disconnect	NA	\$90.67
415	##	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)		
416	##	Connect	NA	\$351.46
417	##	Disconnect	NA	\$81.71
418	##	Dark Fiber Interoffice Transport - NRC		
419	##	Connect	NA	\$414.95
420	##	Disconnect	NA	\$160.42
421				

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
422	Line Information Database - LIDB		USAGE			
423		Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.015282	(per query)	NA	
424		Query Transport (Regional STP Access Validation)	\$ 0.000019	(per query)	NA	
425		Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.015282	(per query)	NA	
426		Query Transport (Local STP Access Validation)	\$ 0.000135	(per query)	NA	
427		CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.009252	(per query)	NA	
428		CNAM Database Query (Local STP Access Includes SMS)	\$ 0.009252	(per query)	NA	
429		Service Order Cost	NA		\$ 25.00	
430		LIDB Data Storage & Administration				
431		Manual Update			\$ 2.00	(Per Update)
432						
433	800 Database					
434		Fac.Based-Local STP Conn-800DB Carrier ID Only	\$ 0.001257			
435		Fac.Based-Local STP Conn-800DB Routing Options	\$ 0.000252			
436		Fac.Based-Reg. STP Conn-800DB Carrier ID Only	\$ 0.001141			
437		Fac.Based-Reg. STP Conn-800DB Routing Options	\$ 0.000137			
438		Non-Fac Based-800DB Call Routing Query	\$ 0.002170			
439		Non-Fac Based-800DB Routing Options	\$ 0.000407			
440						
441	SS7 Links, Ports and Signalling					
442	SS7 Links - Cross Connects					
443		STP to Collocators Cage - DS0	See Dedicated Transport			
444		STP to Collocators Cage- DS1	See Dedicated Transport			
445		STP to SWBT MDF - DS0	See Dedicated Transport			
446		STP to SWBT DSX Frame-DS1	See Dedicated Transport			
447	SS7 Links					
448		STP Access Connection - 1.544 Mbps	See Dedicated Transport			
449		STP Access Link - 56 Kbps	See Dedicated Transport			
450		STP Port	\$ 284.02		\$ 624.49	
451	SS7 Signalling		USAGE			
452		Signal Switching/ISUP msg	\$ 0.000127			
453		Signal Transport/ISUP msg	\$ 0.000047			
454		Signal Formulation/ISUP msg	\$ 0.000150			
455		Signal Tandem Switching/ISUP msg	\$ 0.000219			
456		Signal Switching/TCAP msg	\$ 0.000113			
457		Signal Transport/TCAP msg	\$ 0.000031			
458		Signal Formulation/TCAP msg	\$ 0.000124			
459		Orig.Point Code/per svc added or changed			\$ 22.71	
460		Global Title Address Trans per svc added/changed			\$ 12.22	
461						
462	Unbundled Local Switching with Shared Transport (ULS-ST)					
463		ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$ 0.000842	per MOU	NA	
464		ULS-ST Blended Transport MOU	\$ 0.001067	per MOU	NA	
465		ULS-ST Reciprocal Compensation MOU	\$ 0.000842	per MOU	NA	
466		ULS-ST Common Transport MOU	\$ 0.000684	per MOU	NA	
467		ULS-ST Tandem Switching MOU	\$ 0.000213	per MOU	NA	
468		SS7 Signaling Transport associated with ULS-ST	\$ 0.000035	per Message	N/A	
469	ULS-ST Ports					
470		Basic Line Port - Residence, per Port	\$ 3.13		\$ 48.27	
471		Basic Line Port - Business, per Port	\$ 4.61		\$ 48.27	
472						
473		Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch			\$ 130.57	
474						
475	Unbundled Local Switching (ULS)					
476		ULS Usage, per Originating or Terminating MOU (statewide)	\$ 0.003209	per MOU	NA	
477		Daily Usage Feed (DUF), per message	\$ 0.000885	per Message	NA	
478		Customized Routing per Line Class Code, per switch	NA		\$ 304.06	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
479		Regional Usage Billing & Trunk Order Development, per CLEC	NA		\$ 35,773.77	
480		Service Coordination Fee, per CLEC bill, per switch	\$ 0.48			
481		Customer Training			\$ 78.82	
482						
483		ULS - Port Charge Per Month				
484		Basic Line Port - Residence, per Port	\$ 3.13		\$ 48.27	
485		Basic Line Port - Business, per Port	\$ 4.61		\$ 48.27	
486		Ground Start Port	\$ 4.92		\$ 48.27	
487		COPTS - Coin Port	\$ 4.92		\$ 48.27	
488		Analog DID Trunk Port	\$ 12.67		\$ 48.27	
489		DID Telephone Number, per Number	\$ 0.01		N/A	
490		Add / Rearrange Each Termination	N/A		\$ 30.06	
491		ISDN BRI Port	\$ 28.15		\$ 48.27	
492		ISDN Telephone Number, per Number	\$ 0.01			
493		ISDN PRI Port	\$ 146.52		\$ 725.29	
494		ISDN Telephone Number, per Number	\$ 0.01			
495		Add / Rearrange Each Termination	N/A		\$ 30.06	
496		Digital Trunking Trunk Port	\$ 105.71		\$ 725.29	
497		DS1 Trunk Port	\$ 81.69		\$ 725.29	
498		Centrex Basic Line Port	\$ 8.90		\$ 48.27	
499		Centrex ISDN BRI Port	\$ 44.99		\$ 48.27	
500		Centrex EKL Line Port	\$ 27.29		\$ 48.27	
501		Centrex Attendant Console Line Port	\$ 87.24		\$ 96.55	
502						
503		ULS and ULS-ST Port Non-Recurring Charges				
504		Service Order Initial - Line Port, per occasion	NA		\$ 16.02	
505		Service Order Initial - Trunk Port, per occasion	NA		\$ 325.62	
506		Service Order Add / Change, per occasion	NA		\$ 16.02	
507		Service Order - Record Order, per occasion	NA		\$ 14.27	
508		Conversion from one port type to another, per each port changed	NA		\$ 43.63	
509						
510		Unbundled Tandem Switching				
511		Tandem Switching, per minute of use (without Tandem Trunks)	\$ 0.000684		NA	
512		Tandem Trunks (DS1)	\$ 122.01			
513		Trunk Features	\$ 15.62			
514		Service Order - New			\$ 377.77	
515		Line Connection			\$ 770.83	
516		Service Order - Add / Change			\$ 25.01	
517						
518		Unbundled Switch Port - Vertical Features				
519		Analog Line Port Features (per feature per port):				
520		Call Waiting	NA		NA	
521		Call Forwarding Variable	NA		NA	
522		Call Forwarding Busy Line	NA		NA	
523		Call Forwarding Don't Answer	NA		NA	
524		Three-Way Calling	NA		NA	
525		Speed Calling - 8	NA		NA	
526		Speed Calling - 30	NA		NA	
527		Auto Callback/Auto Redial	NA		NA	
528		Distinctive Ring/Priority Call	NA		NA	
529		Selective Call Rejection/Call Blocker	NA		NA	
530		Auto Recall/Call Return	NA		NA	
531		Selective Call Forwarding	NA		NA	
532		Calling Number Delivery	NA		NA	
533		Calling Name Delivery	NA		NA	
534		Calling Number/Name Blocking	NA		NA	
535						
536		Analog Line Port Features:				
537		Personalized Ring (per arrangement per port)	NA		NA	
538		Hunting Arrangement (per arrangement)	NA		NA	
539						

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
540		ISDN BRI Port Features (per B Channel, unless noted)				
541		CSV/CSD per ISDN BRI port (required/provided)	NA		NA	
542						
543		Basic Centrex Electronic Key Line (EKL) Features	NA		NA	
544		Basic EKL provides:	NA		NA	
545		Bridged Call Exclusion	NA		NA	
546		Bridging	NA		NA	
547		Call Forwarding Don't Answer	NA		NA	
548		Call Forwarding Interface Busy	NA		NA	
549		Call Forwarding Variable	NA		NA	
550		Message Waiting Indicator	NA		NA	
551		Speed Call (Long)	NA		NA	
552		Speed Call (Short)	NA		NA	
553		Three-way Conference Calling	NA		NA	
554						
555		Call Appearance Call Handling (CACH) EKL				
556		CACH EKL includes:	NA		NA	
557		Additional Call Offering (inherent)	NA		NA	
558		Bridged Call Exclusion	NA		NA	
559		Bridging	NA		NA	
560		Call Forwarding Don't Answer	NA		NA	
561		Call Forwarding Interface Busy	NA		NA	
562		Call Forwarding Variable	NA		NA	
563		Intercom	NA		NA	
564		Key System Coverage for Analog Lines	NA		NA	
565		Message Waiting Indicator	NA		NA	
566		Speed Call (Long)	NA		NA	
567		Speed Call (Short)	NA		NA	
568		Three-way Conference Calling	NA		NA	
569						
570		Basic individual features:				
571		Additional Call Offering	NA		NA	
572		Call Forwarding Don't Answer	NA		NA	
573		Call Forwarding Interface Busy	NA		NA	
574		Call Forwarding Variable	NA		NA	
575		Calling Number Delivery	NA		NA	
576		Hunt Group for CSD	NA		NA	
577		Hunt Group for CSV	NA		NA	
578		Message Waiting Indicator	NA		NA	
579		Secondary Only Telephone Number	NA		NA	
580		Three Way Conference Calling	NA		NA	
581						
582		ISDN PRI Port Features				
583		Backup D Channel	NA		NA	
584		Calling Number Delivery	NA		NA	
585		Dynamic Channel Allocation	NA		NA	
586		DID #s - see Analog DID Trunk Port Features	NA		NA	
587						
588		Analog Trunk Port Features (per feature per port)				
589		DID #s - per telephone number	\$	0.01		
590						
591		DS1 Digital Trunk Port Features (per feature per port)				
592		DID #s - see Analog DID Trunk Port Features	\$	0.01		
593						
594		Unbundled Centrex System Options				
595		Centrex Common Block Establishment, per Serving Office	NA		\$	494.11
596		Centrex System Features,	305.52			
597		Centrex System Feature Activation, per Occasion	NA		\$	260.86
598		Centrex Change and Rearrange, per System Feature, per Occasion	NA		\$	67.71
599						

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
600		System Features (per Centrex Common Block):	\$	305.52	NA	
601		Automatic Callback Calling/Business Group Callback				
602		Call Forwarding Variable/Business Group Call Forwarding Variable				
603		Call Forwarding Busy Line				
604		Call Forwarding Don't Answer				
605		Call Hold				
606		Call Pickup				
607		Call Transfer - All Calls				
608		Call Waiting - Intragroup/Business Group Call Waiting				
609		Call Waiting - Originating				
610		Call Waiting - Terminating				
611		Class of Service Restriction - Fully Restricted				
612		Class of Service Restriction - Semi Restricted				
613		Class of Service Restriction - Toll Restricted				
614		Consultation Hold				
615		Dial Call Waiting				
616		Directed Call Pickup - Non Barge In				
617		Directed Call Pickup - With Barge In				
618		Distinctive Ringing and Call Waiting Tone				
619		Hunting Arrangement - Basic				
620		Hunting Arrangement - Circular				
621		Speed Calling Personal (short list)				
622		Three Way Calling				
623						
624		ISDN BRI Port Features for Unbundled Centrex				
625		Circuit Switched Voice (CSV)/(CSD) per BRI				
626						
627		Standard feature initialization per Centrex System	\$	305.52	NA	
628		Individual features (per feature per B Channel)				
629		Additional Call Offering for CSV				
630		Automatic Callback Calling				
631		Call Forwarding Busy Line				
632		Call Forwarding Don't Answer				
633		Call Forwarding Variable				
634		Call Hold				
635		Call Pickup				
636		Call Transfer - All Calls				
637		Class of Service Restriction - Fully Restricted				
638		Class of Service Restriction - Semi Restricted				
639		Class of Service Restriction - Toll Restricted				
640		Consultation Hold				
641		Dial Call Waiting				
642		Directed Call Pickup - Non Barge In				
643		Directed Call Pickup - With Barge In				
644		Distinctive Ringing				
645		Hunting Arrangement - Basic				
646		Hunting Arrangement - Circular				
647		Speed Calling Personal (short list)				
648		Three Way Calling				
649		Custom Access Treatment Code (TX only)				
650		Denied Origination (TX only)				
651		Denied Termination (TX only)				
652		Intercom Dialing (TX only)				
653						
654		<u>OTHER</u>				
655	##	Directory Assistance				
656	##	Directory Assistance, per occurrence	\$	0.30	NA	
657	##	Directory Assistance Call Completion (DACC)	\$	0.15	NA	
658	##	Directory Assistance/National Directory Assistance, per occurrence	\$	0.35	NA	
659	##	Branding - Other - Initial/Subsequent Load			\$	1,800.00
660	##	- per call	\$	0.025		

TBD - To be determined
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**AMERITECH
TELEPHONE CO
OHIO
August 27, 2002**

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
661	##	Branding - Facility Based - Initial/Subsequent Load				
662	##	- Branding, per trunk group	NA		\$ 800.00	
663	##	Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	
664	##	Reference Load	NA		\$ 1,000.00	
665	##	DA Listing Liscense				
666	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
667	##	- per listing for initial load	NA		\$ 0.040	
668	##	- per listing for subsequent updates	NA		\$ 0.060	
669	##	Option #2 Full File (all states inclusive) Billable Release				
670	##	- per listing for initial load	NA		\$ 0.020	
671	##	- per listing for subsequent updates	NA		\$ 0.030	
672	##	- per usage/query	NA		\$ 0.020	
673	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
674	##	- per listing for initial load	NA		\$ 0.050	
675	##	- per listing for subsequent updates	NA		\$ 0.060	
676	##	Option #4 Pick & Choose (by state) Billable Release				
677	##	- per listing for initial load	NA		\$ 0.020	
678	##	- per listing for subsequent updates	NA		\$ 0.030	
679	##	- per usage/query	NA		\$ 0.020	
680						
681	##	Operator Services				
682	##	Fully Automated Call Processing, per occurrence	\$ 0.15		NA	
683	##	Operator Assisted Call Processing, per work second	\$ 0.02		NA	
684	##	Branding - Other - Initial/Subsequent Load			\$ 1,800.00	
685	##	- per call	\$ 0.025			
686	##	Branding - Facility Based - Initial/Subsequent Load				
687	##	- Branding, per trunk group	NA		\$ 800.00	
688	##	Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$ 2,200.00	
689	##	Reference Load	NA		\$ 1,000.00	
690						
691		Ancillary Message Billing Compensation (Per Message)	\$ 0.03		NA	
692						
693		Structure Access - Poles & Ducts	Annually			
694		Pole Attachments, per Pole attachment*	\$ 2.52			
695		Conduit, per Foot of innerduct	\$ 0.74			
696		Innerduct, per ft	\$ 0.37			
697		Application fee			\$ 200.00	
698		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
699		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
700						
701		Emergency Number Service Access				
702		911 Selective Router Interconnection				
703		-Digital DS1 Interface	\$ 336.44		\$ 759.98	
704		-Each DSO installed	N/A		\$ 364.69	
705		-Analog Channel Interface	\$ 28.72		\$ 436.62	
706		ANI/ALI/SR and Database Management				
707		- Per 100 records, rounded up to nearest 100	\$ 107.18		\$ 21.54	
708		911 Selective Router Switch Administration				
709		-Per Selective Router	\$ 5.55		\$ 2,645.15	
710						
711		UNE-P New Combinations				
712		UNE-P Combinations Non-Recurring - Charges for New Residential POTS Local Exchange service /1/			\$ 33.88	
713						
714		RECIPROCAL COMPENSATION				
715		End Office Local Termination				
716		Duration charge, per MOU	\$ 0.003600			
717		Tandem Switching				
718		Duration charge, per MOU	\$ 0.000623			
719		Tandem Transport Termination, per MOU	\$ 0.000146			
720		Tandem Transport Facility Mileage, per MOU per mile	\$ 0.000006			
721						

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Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
722		TRANSIT SERVICE				
723	##	Tandem Switching - per minute of use	\$	0.004587		
724	##	Tandem Termination - per minute of use	\$	0.000226		
725	##	Tandem Facility - per minute of use	\$	0.000188		
726	##	Rate elements not included in TELRIC order				
727		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."				
728	/I/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.				
729		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to Ameritech				
730		Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.				
731		The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.				
732		* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
733		RESALE	RESALE		RESALE	
			DISCOUNTS		DISCOUNTS	
734		BUSINESS	RECURRING		NON-RECURRING	
735		LOCAL EXCHANGE SERVICE				
736		Business 1 Party	20.29%		20.29%	
737		Business - Measured	20.29%		20.29%	
738		Customer Operated Pay Telephone (COPT)	20.29%		20.29%	
739						
740		EXPANDED LOCAL CALLING				
741		Extended Area Service	20.29%		20.29%	
742						
743		VERTICAL SERVICES				
744		Anonymous Call Rejection	20.29%		20.29%	
745		Repeat Dialing (Auto Redial)	20.29%		20.29%	
746		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	20.29%		20.29%	
747		Call Blocker	20.29%		20.29%	
748		Call Forwarding	20.29%		20.29%	
749		Call Forwarding - Busy Line	20.29%		20.29%	
750		Call Forwarding - Busy Line/Don't Answer	20.29%		20.29%	
751		Call Forwarding - Don't Answer	20.29%		20.29%	
752		Automatic CallBack (Call Return)	20.29%		20.29%	
753		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	20.29%		20.29%	
754		Call Trace	20.29%		20.29%	
755		Call Waiting	20.29%		20.29%	
756		Caller ID WithName (Calling Name)	20.29%		20.29%	
757		Caller ID (Calling Number)	20.29%		20.29%	
758		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	20.29%		20.29%	
759		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	20.29%		20.29%	
760		Remote Access to Call Forwarding (Grandfathered)	0.00%		0.00%	
761		Selective Call Forwarding	0.00%		0.00%	
762		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	20.29%		20.29%	
763		Remote Call Forwarding-Per Feature	20.29%		20.29%	
764		RCF, Interstate, Interexchange	20.29%		20.29%	
765		RCF, Intrastate	20.29%		20.29%	
766		RCF, Interstate, International	20.29%		20.29%	
767		RCF, Intrastate, Interexchange	20.29%		20.29%	
768		RCF to 800	20.29%		20.29%	
769		RCF Additional	20.29%		20.29%	
770		Speed Calling 8	20.29%		20.29%	
771		Speed Calling 30	20.29%		20.29%	
772		Three Way Calling	20.29%		20.29%	
773		Call Screening	20.29%		20.29%	
774		Busy Line Transfer	20.29%		20.29%	
775		Alternate Answer	20.29%		20.29%	
776		Message Waiting - Tone	20.29%		20.29%	
777		Easy Call	20.29%		20.29%	
778		Prime Number Service	20.29%		20.29%	
779		AMERITECH Privacy Manager	20.29%		20.29%	
780		Name and Number Delivery Service	20.29%		20.29%	
781						

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
782		DID				
783		DID	20.29%		20.29%	
784						
785		TRUNKS				
786		Trunk	20.29%		20.29%	
787						
788		AIN				
789		Area Wide Networking	20.29%		20.29%	
790		Emergency Referral Message Service (Disaster Routing Service)	20.29%		20.29%	
791		Ameritech Switch Alternate Routing (ANSAR)	20.29%		20.29%	
792		Ameritech Customer Location Alternate Routing (ACLAR)	20.29%		20.29%	
793						
794		OTHER				
795		Grandfathered Services	0.00%		0.00%	
796		Promotions (Greater than 90 days)	20.29%		20.29%	
797		TouchTone (Business)	20.29%		20.29%	
798		TouchTone (Trunk)	20.29%		20.29%	
799						
800		Data Services				
801		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	20.29%		20.29%	
802		PBX Trunks	20.29%		20.29%	
803		Mult-Service Optical Network (MON)	20.29%		20.29%	
804		OCn-PTP	20.29%		20.29%	
805		ADTS-E	20.29%		20.29%	
806		DS0	20.29%		20.29%	
807		DS1	20.29%		20.29%	
808		DS3	20.29%		20.29%	
809						
810		ISDN				
811		ISDN	20.29%		20.29%	
812						
813		DIRECTORY ASSISTANCE SERVICES	20.29%		20.29%	
814		Local Operator Assistance Service	20.29%		20.29%	
815						
816		TOLL				
817		TOLL	20.29%		20.29%	
818						
819		OPTIONAL TOLL CALLING PLANS				
820		Optional Toll Calling Plans	20.29%		20.29%	
821						
822		CENTREX (PLEXAR)				
823		CENTREX ACS	20.29%		20.29%	
824		CENTREX ACS Ameritech CENTREX Network Manager	0.00%		0.00%	
825						
826		PRIVATE LINE				
827		Analog Private Lines	20.29%		20.29%	
828		Private Line Channel Services	20.29%		20.29%	
829						
830	RESIDENCE		<u>RESALE DISCOUNTS</u>			
831		LOCAL EXCHANGE SERVICE	<u>RECURRING</u>		<u>NON- RECURRING</u>	
832		Life Line	0.00%		0.00%	
833		Residence 1 Party	20.29%		20.29%	
834		Residence Measured	20.29%		20.29%	
835						
836		EXPANDED LOCAL CALLING				
837		Extended Area Service	20.29%		20.29%	
838						

**AMERITECH
TELEPHONE CO
OHIO**
August 27, 2002

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
839		VERTICAL SERVICES				
840		Anonymous Call Rejection	20.29%		20.29%	
841		Repeat Dialing (Auto Redial)	20.29%		20.29%	
842		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	20.29%		20.29%	
843		Call Blocker	20.29%		20.29%	
844		Call Forwarding	20.29%		20.29%	
845		Call Forwarding - Busy Line	20.29%		20.29%	
846		Call Forwarding - Busy Line/Don't Answer	20.29%		20.29%	
847		Call Forwarding - Don't Answer	20.29%		20.29%	
848		Automatic Call-Back (Call Return)	20.29%		20.29%	
849		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	20.29%		20.29%	
850		Call Trace	20.29%		20.29%	
851		Call Waiting	20.29%		20.29%	
852		Caller ID with Name (Calling Name)	20.29%		20.29%	
853		Caller ID (Calling Number)	20.29%		20.29%	
854		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	20.29%		20.29%	
855		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	20.29%		20.29%	
856		Remote Access to Call Forwarding (GF)	0.00%		0.00%	
857		RCF, Interstate, Interexchange	20.29%		20.29%	
858		RCF, Intrastate	20.29%		20.29%	
859		RCF, Interstate, International	20.29%		20.29%	
860		RCF, Intrastate, Interexchange	20.29%		20.29%	
861		RCF to 800	20.29%		20.29%	
862		RCF Additional	20.29%		20.29%	
863		Selective Call Forwarding	20.29%		20.29%	
864		Speed Calling 8	20.29%		20.29%	
865		Three Way Calling	20.29%		20.29%	
866		Call Screening	20.29%		20.29%	
867		Busy Line Transfer	20.29%		20.29%	
868		Alternate Answer	20.29%		20.29%	
869		Message Waiting - Tone	20.29%		20.29%	
870		Easy Call	20.29%		20.29%	
871		AMERITECH Privacy Manager	20.29%		20.29%	
872		Name and Number Delivery Service	20.29%		20.29%	
873						
874		ISDN				
875		ISDN	20.29%		20.29%	
876						
877		DIRECTORY ASSISTANCE SERVICES	20.29%		20.29%	
878		Local Operator Assistance Service	20.29%		20.29%	
879						
880		OTHER				
881						
882		Grandfathered Services	0.00%		0.00%	
883		Promotions (Greater than 90 Days)	20.29%		20.29%	
884		TouchTone	20.29%		20.29%	
885		Home Services Packages	20.29%		20.29%	
886						
887		TOLL				
888						
889		Custom and Dedicated 800 Service (Home 800)	20.29%		20.29%	
890		IntraLATA MTS	20.29%		20.29%	
891		900/976 Call Blocking (900/976 Call Restriction)	20.29%		20.29%	
892		976 (976 Information Delivery Service)	20.29%		20.29%	
893		Access Services (See Access Tariff)	0%		0%	
894		Additional Directory Listings	20.29%		20.29%	
895		Carrier Disconnect Service (Company Initiated Suspension Service)	20.29%		20.29%	
896		Connection Services	20.29%		20.29%	
897		Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
898		Shared Tenant Service	0%		0%	
899		Toll Restriction	20.29%		20.29%	
900						

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE CO
OHIO
August 27, 2002

APPENDIX PRICING
AMERITECH/Sprint Communications Company L.P.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
901		Electronic Billing Information Data (daily usage)	\$0.00			
902		per message				
903						
904		Local disconnect Report (LDR)				
905		Per WTN	\$0.00			
906						
907		Line Connection Charge				
908		Complex (Residence)			N/A	
909		Complex (Business)			N/A	
910		Simple (Residence)			N/A	
911		Simple (Business)			N/A	
912						
913		Service Order/Service Request Charge				
914		Complex (Residence)			\$14.07	
915		Complex (Business)			\$12.63	
916		Simple (Residence)			\$14.07	
917		Simple (Business)			\$20.33	
918						
919		Non-Electronic (Manual) Service Order Charge				
920		Complex (Residence)			\$9.02	
921		Complex (Business)			\$9.02	
922		Simple (Residence)			\$9.02	
923		Simple (Business)			\$9.02	
924						

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

COLLOCATION					
##	Appli cable				
##	Order Charge/Connect Order			\$410.45	
##	Order Charge/Disconnect Order			\$10.15	
##	COBO per Initial bay			\$24,989.59	
		50%		\$12,494.80	
		25%		\$6,247.40	
	COBO ea addl bay			\$4,187.48	
		50%		\$2,093.74	
		25%		\$1,046.87	
	CO Floor Space/bay		\$32.84		
	COBO per Initial Large bay				
		50%			
		25%			
	COBO ea addl Large bay				
		50%			
		25%			
	Order Charge/Connect Order				
	CO Floor Space/Large bay				
	Appli				
	Order Charge/order			\$ 283.54	
	Order Charge/Disconnect order				
	COBO per initial 100 sqft		\$ 696.46		
		50%			
		25%			
	COBO - per add'l 100 sq ft		\$ 284.91		
		50%			
		25%			
	Node enclsoure - init 100 sqft		\$ 60.39		
	Node enclsoure - ea addl 100 sqft		\$ 23.85		
	CO floor space/100 sqft		\$ 490.59		
	**50 sq ft space is available via an NSCR				
	Appli				
	Cable Pulling Ca Vault to Node -1st ft			\$ 85.00	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.86	
	Power Delivery/Power lead			\$ 1,798.94	
	Space Reservation			\$ 732.36	
	Entrance Conduit/innerduct/ft		\$ 0.07		
	Passive bay Term (bay&Panel)/DS1 term		\$ 0.54		
	Passive bay Term (bay&Panel)/DS3 term		\$ 6.76		
	200 Conductor Block (outside node)		\$ 59.65		
	Digital Timing Source/synch signal provided		\$ 11.89		
	DS1 repeater		\$ 5.52		
	DS3 repeater		\$ 32.03		
	Security Photo ID card/card				
	Riser space/ft		\$ 1.09		
	Cancellation Charge			\$ 73.24	

STATE: Ohio

	Appli cable to All Physi cal & Virtua l Collo cation Offeri ngs					
		Cable Vault Splicing - per initial			\$ 209.74	
		Cable Vault Splicing - per subsequent			\$ 15.38	
		Splice Testing - per Initial			\$ 48.16	
		Splice Testing - per subsequent			\$ 2.83	
		Cable Pulling MH to Cable Vault-1st ft			\$ 227.79	
		Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
		Diverse Riser/ftr traversed			\$ 474.44	
		Power Consumption/Fuse Amp	\$ 6.76			
		Power Msmt Billing/Customer Arrgt	NA			
		Power Consumption/KWH	NA			
		Power Msmt/Customer Arrgt			NA	
		Power Msmt Engrg Charge/Existing Arrgt			NA	
		200 Conductor Electrical Cross Connect Block	\$ 59.65			
		Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 14.11			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 41.18			
		Optical Cross-Conn panel/OCX Panel segment	\$ 5.41			
##	Rate elements not included in TELRIC order					
1	The rates and char ges in this appe ndix entitl ed "CL					

COLLOCATION					
	Appli cable to All Physi cal & Virtua l Collo cation Offeri ngs				
	Cable Vault Splicing - per initial			\$	209.74
	Cable Vault Splicing - per subsequent			\$	15.38
	Splice Testing - per Initial			\$	48.16
	Splice Testing - per subsequent			\$	2.83
	Cable Pulling MH to Cable Vault-1st ft			\$	227.79
	Cable Pulling MH to Cable Vault-ea addl ft			\$	1.14
	Diverse Riser/ftr traversed			\$	474.44
	Power Consumption/Fuse Amp	\$	6.76		
	Power Msmt Billing/Customer Arrgt		NA		
	Power Consumption/KWH		NA		
	Power Msmt/Customer Arrgt				NA
	Power Msmt Enrg Charge/Existing Arrgt				NA
	200 Conductor Electrical Cross Connect Block	\$	59.65		
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$	14.11		
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$	41.18		
	Optical Cross-Conn panel/OCX Panel segment	\$	5.41		
	Appli cable to Virtua l Collo cation Only				
	Service Order			\$	115.61
	Cable Pulling-Vault to LGX Panel- 1st ft			\$	85.00
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$	0.86
	Proj Mgmt Fee - initial 7' bay			\$	2,929.47
	Proj Mgmt Fee - ea subs 7' bay			\$	1,464.74
	Proj Mgmt Fee - initial shelf			\$	2,197.10
	Proj Mgmt Fee - ea addl shelf			\$	1,318.26
	Proj Mgmt Fee - per rearrangement			\$	1,757.68
	Power Delivery/7' Bay			\$	1,798.94
	Thru Connect per DSX1 to DSX1	\$	0.21	\$	6.88
	Thru Connect per OCX to OCX	\$	1.61	\$	6.88
	7' bay (Co. provided/installed)/bay	\$	25.48	\$	497.94
	7' bay (cust provided/installed)/bay	\$	21.88		
	Riser Space/fiber termination	\$	1.41		
	Digital Timing Source/timing ckt	\$	2.38		
	Entrance Facility/ft	\$	0.07		
	Optical Line Riser space/ft	\$	0.24		

##	Rate elements not included in TELRIC order					
The rates and charges in this appendix entitled "CL"						

AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		Collocation Services		Non-Recurring	Recurring
	Ohio	CAGE			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$29.90
	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$58.19
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$7.56	
<u>COMMON SYSTEMS</u>					
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.34	\$133.55
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
	ILEC-Vendor Engineering	Per Application	NRL6Q		\$668.20
	DC Power Engineering	Per Application	NRL6P		\$719.48
<u>Power Panel:</u>					
	50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
	200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
<u>Power Cable and Infrastructure:</u>					
	Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.14	\$55.34
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
<u>Equipment Grounding:</u>					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.09	\$35.15
<u>POWER CONSUMPTION (Including HVAC)</u>					
	20 Amps	Per 20 Amps	S8FPT	\$257.69	
	40 Amps	Per 40 Amps	S8FQD	\$515.38	
	50 Amps	Per 50 Amps	S8FPS	\$644.22	
	100 Amps	Per 100 Amps	S8FQE	\$1,080.82	
	200 Amps	Per 200 Amps	S8FQF	\$2,161.64	
	400 Amps	Per 400 Amps	SP1QJ	\$4,323.29	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cabl	S8FQ9	\$13.56	\$1,015.89
	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$15.54	

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		Collocation Services		Non-Recurring	Recurring
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.02	\$17.00
	Bits Timing	Per two circuits	S8FQT	\$1.14	\$801.84
	Space Availability Report	Per Premise	NRLYX		\$130.66
	Security Access / ID Cards	Per Card	NRLZW		\$35.41
	ID Card	Per Card	NONE		\$0.00
Cage Prep Costs					
	Vendor Layout & Coord.	Per CLEC Cage	NRL6N		\$575.99
	AC Circuits to Cage	Per CLEC Cage	NRL6O		\$638.85
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)			\$0.00
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)			\$0.00
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)			\$0.00
	Cage Door & Lock	Each (CLEC Provides)			\$0.00
	Backboard	Each (CLEC Provides)			\$0.00
	Signage	Each (CLEC Provides)			\$0.00
	Overhead light	Each (CLEC Provides)			\$0.00
	AC Electrical Outlet	Each (CLEC Provides)			\$0.00
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
	Route Design	Per Application	NRL6R		\$1,213.46
	Installation	Per Cable (CLEC Installs Cable)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$4.65	\$195.60
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$4.65	\$195.60
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM	\$357.77	\$5,907.98
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46	\$2.11	\$530.15
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47	\$184.28	\$3,925.31
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN	\$0.98	\$187.56
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR	\$6.05	\$302.91
	Fiber Racking per 24 Fiber Cable	Per Placement			
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement/Per Route	NRL6W		\$874.62
	Cable Installation	Per Placement (CLEC Installs Cable)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
	4 Inch Conduit	Per Placement (CLEC Provides)			
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$16.12

TBD- To be Determined
NRO - Nonrecurring only
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AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		<u>Collocation Services</u>		Non-Recurring	Recurring
<u>PROJECT MANAGEMENT</u>					
	<u>INITIAL</u>				
	Application Processing	Per CLEC Application	NRL1D		\$845.05
	Project Coordination	Per CLEC Application	NRL57		\$2,814.67
	<u>AUGMENT</u>				
	Application Processing	Per CLEC Application Augment	NRL1F		\$547.05
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,515.68
	<u>TIME SENSITIVE ACTIVITIES</u>				
	<u>PRE-VISIT</u>				
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
	<u>CONSTRUCTION-VISIT</u>				
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

TBD- To be Determined
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AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CROW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		Collocation Services		Non-Recurring	Recurring
	Ohio	CAGELESS			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC		\$299.00
	Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG		\$581.90
	Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C	\$75.60	
	Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD		\$538.20
	Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH		\$1,047.42
	Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E	\$136.08	
COMMON SYSTEMS					
	Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE	\$4.30	\$1,691.00
	Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF	\$7.74	\$3,043.80
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	NRL6Q		\$668.20
	DC Power Engineering	Per Application	NRL6P		\$719.48
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
	200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
	Power Cable and Infrastructure:				
	Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.14	\$55.34
	20 Amp	Per Four Power Cables or Quad	NONE		\$0.00
	40 Amp	Per Four Power Cables or Quad	NONE		\$0.00
	50 Amp	Per Four Power Cables or Quad	NONE		\$0.00
	100 Amp	Per Four Power Cables or Quad	NONE		\$0.00
	200 Amp	Per Four Power Cables or Quad	NONE		\$0.00
	Equipment Grounding:				
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.09	\$35.15
POWER CONSUMPTION (Including HVAC)					
	20 Amps	Per 20 Amps	S8FPT	\$257.69	
	40 Amps	Per 40 Amps	S8FQD	\$515.38	
	50 Amps	Per 50 Amps	S8FPS	\$644.22	
	100 Amps	Per 100 Amps	S8FQE	\$1,080.82	
	200 Amps	Per 200 Amps	S8FQF	\$2,161.64	
	400 Amps	Per 400 Amps	SP1QJ	\$4,323.29	
FIBER CABLE PLACEMENT					
	Central Office:				
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cat	S8FQ9	\$13.56	\$1,015.89
	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$15.54	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.02	\$17.00
	Bits Timing	Per two circuits	S8FQT	\$1.14	\$801.84
	Space Availability Report	Per Premise	NRLYX		\$130.66
	Security Access / ID Cards	Per Card	NRLZW		\$35.41
	ID Card	Per Card	NONE		\$0.00

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CROW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		<u>Collocation Services</u>		<u>Non-Recurring</u>	<u>Recurring</u>
	CAGELESS / POT BAY OPTIONS				
	Equipment Bay	CLEC Provided			
	Non Standard Bay	CLEC Provided			
	VF/DS0 Termination Panel	CLEC Provided			
	VF/DS0 Termination Module	CLEC Provided			
	DDP-1 Panel	CLEC Provided			
	DDP-1 Jack Access Card	CLEC Provided			
	DS3/STS-1 Interconnect Panel	CLEC Provided			
	DS3 Interconnect Module	CLEC Provided			
	Fiber Optic Splitter Panel	CLEC Provided			
	Fiber Termination Dual Module	CLEC Provided			
	<u>INTERCONNECTION COSTS:</u>				
	<u>ILEC TO CLEC CONNECTION</u>				
	Route Design	Per Application	NRL6R		\$1,213.46
	Installation	Per Cable (CLEC Installs Cable)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E	\$4.65	\$195.60
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV	\$4.65	\$195.60
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J	\$357.77	\$5,907.98
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P	\$2.11	\$530.15
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21	\$184.28	\$3,925.31
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25	\$0.98	\$187.56
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49	\$6.05	\$302.91
	Fiber Racking per 24 Fiber Cable	Per Placement			
	<u>CLEC TO CLEC CONNECTION</u>				
	Route Design	Per Placement/Per Route	NRL6W		\$874.62
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
	4 Inch Conduit	Per Placement (CLEC Provides)			
	<u>SBC ACTIVITIES:</u>				
	<u>ENGINEERING DESIGN</u>				
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$16.12

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		<u>Collocation Services</u>		Non-Recurring	Recurring
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1D		\$845.05
	Project Coordination	Per CLEC Application	NRL57		\$2,814.67
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL1F		\$547.05
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,515.68
	<u>TIME SENSITIVE ACTIVITIES</u>				
	<u>PRE-VISIT</u>				
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
	<u>CONSTRUCTION-VISIT</u>				
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		Collocation Services		Non-Recurring	Recurring
	Ohio	ADJACENT STRUCTURE			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55	\$0.00	
CONDUIT PLACEMENT					
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L		\$356.82
	Set Up and Wall Coring	Per Placement	S8F8E		\$6,636.56
DC POWER PROVISIONING					
Power Engineering:					
	DC Power Engineering	Per Placement	S8F8V		\$719.48
50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		\$0.00
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ		\$6,615.18
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE		\$0.00
200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		\$0.00
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3		\$6,615.18
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)			
DC POWER CONSUMPTION					
	20 Amps	Per 20 Amps	S8FWJ	\$175.07	
	40 Amps	Per 40 Amps	S8FNK	\$350.13	
	50 Amps	Per 50 Amps	S8FWK	\$437.67	
	100 Amps	Per 100 Amps	S8FWL	\$875.33	
	200 Amps	Per 200 Amps	S8F3U	\$1,750.67	
AC POWER PROVISIONING					
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)			
	AC Power	Per KWH	S8F56	\$0.07	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Site Survey		NRL84		\$2,896.56
PROJECT MANAGEMENT					
INITIAL					
	Application Processing	Per CLEC Application	NRL6X		\$674.76
	Project Coordination	Per CLEC Application	NRL6Z		\$4,779.61
AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL6Y		\$547.05
	Project Coordination	Per CLEC Application Augment	NRL83		\$2,257.13
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
	Fiber Cable Engineering	Per Placement	S8FW6		\$736.54
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pull)	S8FW7	\$5.09	
	Innerduct Placement	Per Linear Foot	S8FW8		\$1.60

TBD- To be Determined
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AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		Collocation Services		Non-Recurring	Recurring
INTERCONNECTION COSTS:					
INTERCONNECTION EXTENSION					
	VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)			
	VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)			
	DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)			
	Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)			
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
	Route Design	Per Application	NRL8P		\$1,213.46
	Installation	Per Cable (CLEC Installs)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G	\$4.65	\$195.60
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW	\$4.65	\$195.60
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L	\$357.77	\$5,907.98
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R	\$2.11	\$530.15
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23	\$184.28	\$3,925.31
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27	\$0.98	\$187.56
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N	\$6.05	\$302.91
	Fiber Racking per 24 Fiber Cable	Per Placement			
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement	NRL8Q		\$874.62
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack per 50 pr Cable	Per Placement	S8F57	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack Per DS-3	Per Placement	S8F58	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F61	\$0.46	
	4 Inch Conduit	Per Placement (CLEC Provided)			
TIME SENSITIVE ACTIVITIES					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

TBD- To be Determined
NRO - Nonrecurring only
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NA- Not Applicable
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AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Virtual Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		Collocation Services		Non-Recurring	Recurring
	Ohio	<u>VIRTUAL COLLOCATION</u>			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62	\$36.27	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63	\$65.28	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66	\$36.27	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67	\$65.28	
<u>EQUIPMENT BAYS</u>					
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)			
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)			
<u>COMMON SYSTEMS</u>					
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64	\$16.20	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65	\$29.16	
<u>POWER PROVISIONING</u>					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	NRLJX		\$668.20
	DC Power Engineering	Per Application	NRLFU		\$719.48
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)			
	Power Cable and Infrastructure:				
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68	\$0.80	
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	Equipment Grounding:				
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69	\$0.56	
<u>POWER CONSUMPTION</u>					
	DC Power Usage	Per Amp	S8F78	\$9.96	
<u>FIBER CABLE PLACEMENT</u>					
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79	\$8.88	\$3,039.76
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$15.54	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
	CO Survey				
<u>PROJECT MANAGEMENT</u>					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1U		\$501.03
	Project Coordination	Per CLEC Application	NRL59		\$3,223.11
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL56		\$373.32
	Project Coordination	Per CLEC Application Augment	NRL5Z		\$1,515.68

TBD- To be Determined
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AMERITECH
TELEPHONE COMPANY
OHIO
Rates

APPENDIX PRICING
Virtual Collocation CDOW Rates and Charges
AIT-OH/Sprint Communications Company L.P.

		<u>Collocation Services</u>		<u>Non-Recurring</u>	<u>Recurring</u>
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>TRAINING</u>					
	Communication Technician	Per 1/2 Hour	NRLJY		\$23.39
	C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$29.92
	Power Engineer	Per 1/2 Hour	NRLNQ		\$42.57
	Equipment Engineer	Per 1/2 Hour	NRLP6		\$42.57
<u>EQUIPMENT MAINTENANCE COST</u>					
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$11.70
<u>EQUIPMENT EVALUATION COST</u>					
	Equipment Engineer	Per 1/2 Hour	NRLP7		\$42.57
<u>CONSTRUCTION COORDINATION</u>					
	Communication Technician	Per 1/2 Hour	NRLVD		\$23.39
<u>TEST & ACCEPTANCE</u>					
	Communication Technician	Per 1/2 Hour	NRLVD		\$23.39
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement	NRLWF		\$1,213.46
	Cable Installation	Per Arrangement			
	Voice Grade Arrangement	100 Copper Pairs	S8F82	\$2.02	\$195.60
	Includes Rack & Maintenance-Voice Gr	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$2.02	\$195.60
	Includes Rack & Maintenance-Voice Gr	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1	S8F8X	\$357.77	\$5,907.98
	Includes Rack & Maintenance - DS1 - D	28 DS1			
	DS1 Arrangement - DSX	28 DS1	S8F8Y	\$2.11	\$530.15
	Includes Rack & Maintenance - DS1 - D	28 DS1			
	DS3 Arrangement - DCS	1 DS3	S8F8Z	\$184.28	\$3,925.31
	Includes Rack & Maintenance - DS3 - D	1 DS3			
	DS3 Arrangement - DSX	1 DS3	S8F81	\$0.98	\$187.56
	Includes Rack & Maintenance - DS3 - D	1 DS3			
	4 Fiber Jumper	per Placement	S8F84	\$5.55	\$151.45
	Fiber Raceway per 4 Fiber Jumper	Per Placement			
<u>CLEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement/Per Route	NRLWG		\$958.04
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.32	
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement	S8F86	\$0.21	
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.35	
	24 Fiber Cable	Per Placement (CLEC Provides)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.63	
<u>MISCELLANEOUS COSTS</u>					
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.04	\$17.00
	Bits Timing	Per two circuits	S8F7Z	\$2.02	\$801.84

TBD- To be Determined
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NA- Not Applicable
- USOC Under Development

**Ohio
Merger Commitment Amendments**

SPRINT COMMUNICATIONS COMPANY L.P.

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	
Access Area D - Rural			N/A	N/A	
Access Area C - Suburban			N/A	N/A	
Access Area B - Metro			N/A	N/A	
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	
Access Area D - Rural			N/A	N/A	

Revised: 10/06/00
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Ohio
Merger Commitment Amendments

SPRINT COMMUNICATIONS COMPANY L.P.

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Access Area C - Suburban			N/A	N/A	
Access Area B - Metro			N/A	N/A	
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Access Area D - Rural			\$ 7.14	See NRC Prices Below	
Access Area C - Suburban			\$ 5.97	See NRC Prices Below	
Access Area B - Metro			\$ 4.44	See NRC Prices Below	
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Access Area D - Rural			\$ 14.59	See NRC Prices Below	
Access Area C - Suburban			\$ 12.37	See NRC Prices Below	
Access Area B - Metro			\$ 7.78	See NRC Prices Below	
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	
Access Area D - Rural			N/A	N/A	

Revised: 10/06/00
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Ohio
Merger Commitment Amendments

SPRINT COMMUNICATIONS COMPANY L.P.

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Access Area C - Suburban			N/A	N/A	
Access Area B - Metro			N/A	N/A	
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Access Area D - Rural			\$ 7.14	See NRC Prices Below	
Access Area C - Suburban			\$ 5.97	See NRC Prices Below	
Access Area B - Metro			\$ 4.44	See NRC Prices Below	
PSD#6 2-Wire Very High-band Capable			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	
Zone 1 - Rural			N/A	N/A	
Zone 2 - Suburban			N/A	N/A	
Zone 3 - Urban			N/A	N/A	

Revised: 10/06/00
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Ohio
Merger Commitment Amendments

SPRINT COMMUNICATIONS COMPANY L.P.

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate	
Service Order Establishment Charge				\$ 12.17	
Loop Connection Charge				\$ 23.25	
# UNE-P Promotion			N/A	N/A	
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
# Unbundled Local Loop					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	

Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

Revised: 10/06/00
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**SCHEDULE - UNE COMBINATIONS
(Ohio)**

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
PACIFIC BELL TELEPHONE COMPANY
THE OHIO BELL TELEPHONE COMPANY
AND
SPRINT COMMUNICATIONS COMPANY L.P.

The Interconnection Agreement (“the Agreement”) by and between Pacific Bell Telephone Company and The Ohio Bell Telephone Company and Sprint Communications Company L.P. (“CLEC”) is hereby amended as follows:

(1) Correct Typographical Error in Section 14.4.1.2.3 of the UNE Appendix, by changing reference from SBC 2- state to SBC 12-State.

(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) WHEREAS, In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the “ISP Intercarrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Pacific Bell Telephone Company and The Ohio Bell Telephone Company reserves its right to exercise its option at any time in the future to adopt on a date specified by The Pacific Bell Telephone Company and The Ohio Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC’s prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the

effective date of the order 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 effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of the State of California and the Public Utilities Commission of Ohio.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17th day of December, 2002, by Pacific Bell Telephone Company and The Ohio Bell Telephone Company, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sprint Communications Company L.P.By: W. Richard MorrisName: W. Richard Morris
(Print or Type)Title: V.P., State External Affairs
(Print or Type)Date: 12/11/02

AECN/OCN # _____

**Pacific Bell Telephone Company,
The Ohio Bell Telephone Company,
By SBC Telecommunications, Inc.,
its authorized agent**By: Mike AuinbauhName: Mike Auinbauh
(Print or Type)Title: For/ President – Industry MarketsDate: DEC 17 2002

**AMENDMENT
TO
INTERCONNECTION AGREEMENTS UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company d/b/a Ameritech Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company, Southwestern Bell Telephone, L.P.
d/b/a Southwestern Bell Telephone Company¹,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

and

Sprint Communications Company L.P.

The Interconnection Agreements by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("ILEC") and Sprint Communications Company L.P. ("CLEC") ("the underlying Agreements") are hereby amended as follows:

- I. Section 7.5 of the Appendix UNE of the underlying Agreements is amended to add language as follows:

7.5.5 DS3 Digital Loop

7.5.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.5.6 OC3 Loop

7.5.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the **SBC-SWBT**, **PACIFIC** and/or **NEVADA**

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

central office to the end user premises. OC3 concatenated service is also available.

7.5.7 OC12 Loop

7.5.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the **SBC-SWBT**, **PACIFIC** and/or **NEVADA** central office to the end user premise. OC12 concatenated service is also available

7.5.8 OC48 Loop

7.5.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the **SBC-SWBT**, **PACIFIC** and/or **NEVADA** central office to the end user premise. OC48 concatenated service is also available.

7.6 Unbundled DS1, DS3, and/or optical loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("*In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

II. Section 13.3 of the Appendix UNE of the underlying Agreements is replaced in its entirety with the following language:

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concatenated (OC3-c), OC12 (622.08 Mbps) Including OC12 concatenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concatenated (OC48-c). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

- 13.3.3.1 Interoffice Transport - a circuit between two SBC12-STATE Wire Centers.
- 13.3.3.2 Entrance Facility - a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.
- 13.3.3.3 Multiplexing - an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.
- 13.3.3.4 Other Optional features are outlined in Appendix Pricing

- III. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, ILEC reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement and to adopt on a date specified by ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order 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 effective date of the order, 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.

- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this 27th day of September 2002, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sprint Communications Company L.P.

By: W. Richard Morris

Title: V.P. State External Affairs

Name: W. Richard Morris
(Print or Type)

Date: September 11, 2002

**The Ohio Bell Telephone Company,
Pacific Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: [Signature]

Title: President - Industry Markets

Name: Mike Auinbauh
(Print or Type)

Date: SEP 27 2002

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ D/B/A SBC CALIFORNIA ("SBC California"), and CLEC ("CLEC") (collectively, the "Parties" as referenced in Attachment C) entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on September 19, 2002, the California Public Utilities Commission ("Commission") issued D. 02-09-049 adopting rate changes for certain Unbundled Network Elements ("UNEs") by increasing the shared and common cost markup percentage from 19% to 21% of the monthly recurring and the nonrecurring UNE costs and removing 13% from the expense portion of the monthly recurring UNE costs; and

WHEREAS, the implementation of the rate changes was stayed pending resolution of the actual adjustment amount (see, D. 03-07-023, Finding of Fact 2); and

WHEREAS, on July 10, 2003 ("Decision Effective Date"), the Commission issued D. 03-07-023 ("Decision") implementing the UNE recurring and nonrecurring rate changes adopted in D. 02-09-049 for certain UNEs and which, pursuant to the Decision, are deemed to have become effective on September 19, 2002 ("Rate Effective Date"); and

WHEREAS, the Decision ordered SBC California to file amendments to any interconnection agreements between itself and other carriers that contain UNE rates impacted by the Decision to implement the new recurring UNE rates ("Recurring UNE Rates") and nonrecurring UNE rates ("Nonrecurring UNE Rates") for those UNEs set forth in the Decision; and

WHEREAS, in the Decision, the Commission ordered SBC California to calculate the appropriate billing adjustments owed to or by interconnecting carriers and to ensure that these adjustments are reflected on SBC California's bills for the Recurring UNE Rates and Nonrecurring UNE Rates within sixty (60) days of the of the Decision Effective Date; and

WHEREAS, as set forth in Appendix A to the Decision, the Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage (collectively "Switching") rates are interim pending the Commission's decision on final rates and, therefore, will be subject to true-up retroactive to September 19, 2002 upon the effective date of the Commission's decision establishing final rates in CPUC Proceeding A.01-02-024 et seq., and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date")².

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between SBC California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

NOW THEREFORE the Parties agree as follows:

- I. The Recurring UNE Rates which are set forth in Appendix A to this Amendment and incorporated herein by this reference, shall hereby replace any monthly recurring UNE rates for corresponding UNEs in the underlying Agreement, subject to the other terms and conditions set forth herein.³ The Recurring UNE Rates for the Statewide Average Basic and Assured 2-wire Analog Loop, the Deaveraged Basic and Assured 2-wire Analog Loop (collectively "Loop" or "Loops") and the Recurring UNE Rates for unbundled Switching, including Port, Switch Features, and Switch Usage rates ("Switching"), are interim, subject to true-up, pending the Commission's decision on final rates, as more specifically set forth below in Paragraph II below. All of the other Recurring UNE Rates set forth on Appendix A are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- II. The interim Recurring UNE Rates set forth herein for Loops and/or Switching will automatically terminate and be replaced with final Loop and/or Switching Recurring rates as of the effective date of a final decision by the Commission approving final Loops and/or Switching Recurring rates in CPUC Proceeding No. A. 01-02-024/A.01-02-035, *et. seq* (the Commission's UNE Reexamination proceeding for Pacific Bell Telephone Company), subject to any appeals and associated review. Upon the Commission's establishment of final rates for Loops and/or Switching in Commission Proceeding No. A.01-02-024 *et. seq.*, the interim, Recurring UNE Rates for the Loops and/or Switching set forth herein shall be subject to retroactive true-up back to September 19, 2002, as to any Loops and/or Switching that CLEC had in service during such true-up period, if any.
- III. The Nonrecurring UNE Rates which are set forth in Appendix B to this Amendment, which are incorporated herein by this reference, shall hereby replace any Nonrecurring UNE rates for corresponding UNEs in the underlying Agreement. The Nonrecurring UNE rates set forth on Appendix B are deemed to have become effective between the Parties on the Rate Effective Date and are final rates for purposes of this Agreement which are not subject to further adjustment unless otherwise agreed by the Parties or as otherwise expressly mandated.
- IV. In accordance with the Decision, SBC California will calculate the appropriate billing adjustments owed to or by CLEC from the Decision Effective Date, back to the Rate Effective Date for the Recurring UNE Rates and Nonrecurring UNE Rates, and will ensure that those adjustments are reflected on SBC California's bills within sixty (60) days of the Decision Effective Date.
- V. To the extent the underlying Agreement does not contain terms and conditions for UNE(s) listed in Appendices A and B to this Amendment, this Amendment does not provide CLEC with the ability to obtain and/or order such UNE(s). Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such UNE(s).
- VI. To the extent any rates in the underlying Agreement differ from the rates on which the new Recurring and Non-recurring UNE Rates in D. 03-07-023 were based, the rates(s) set forth in the Agreement shall continue to apply without change.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, its rights under the United States

³ CLECs must lock in either the statewide average loop rate for all loops provided for in their Agreement, regardless of zone, or the deaveraged loop rates based on established zones for all loops provided for in their Agreement. CLECs may not use both rate structures.

Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002); the FCC's Triennial Review Order, adopted on February 20, 2003; and/or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that the rates set forth in this Amendment are each legitimately related to, conditioned on, and in consideration for, every other term and condition in this Amendment.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective as to CLEC and SBC California on the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 1, where applicable).

Appendix A

Adopted Rates

<u>Link</u>	<u>Adopted UNE Price</u> ¹	<u>Interim Discount</u> ²	<u>Interim UNE Price</u> ³
Basic or Assured Link (2-wire)	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

	<u>Adopted UNE</u> <u>Price</u> ¹	<u>Interim</u> <u>Discount</u> ²	<u>Interim</u> <u>UNE Price</u> ³
Switching			
Ports			
2-Wire Port	\$ 2.72	69.4%	\$ 0.83
Coin Port	\$ 3.66	69.4%	\$ 1.12
Centrex Port	\$ 4.21	69.4%	\$ 1.29
DID Port	\$ 4.11	69.4%	\$ 1.26
DID Number Block	\$ 0.96	69.4%	\$ 0.29
ISDN Port	\$ 13.93	69.4%	\$ 4.26
DS1	\$ 20.63		
Switch Features			
Call Forwarding Variable	\$ 0.52	69.4%	\$ 0.16
Busy Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Delayed Call Forwarding	\$ 0.51	69.4%	\$ 0.16
Call Waiting	\$ 0.51	69.4%	\$ 0.16
Three Way Calling	\$ 0.52	69.4%	\$ 0.16
Call Screen	\$ 0.58	69.4%	\$ 0.18
Message Waiting Indicator	\$ 0.51	69.4%	\$ 0.16
Repeat Dialing	\$ 0.61	69.4%	\$ 0.19
Call Return	\$ 0.61	69.4%	\$ 0.19
Call Forward Busy/Delay	\$ 0.51	69.4%	\$ 0.16
Speed Calling 8	\$ 0.51	69.4%	\$ 0.16
Speed Calling 30	\$ 0.51	69.4%	\$ 0.16
Intercom	\$ 0.57	69.4%	\$ 0.17
Intercom Plus	\$ 0.57	69.4%	\$ 0.17
Remote Access to Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Direct Connect - Shared	\$ 0.51	69.4%	\$ 0.16
Direct Connect - Unshared	\$ 0.51	69.4%	\$ 0.16
Select Call Forwarding	\$ 0.54	69.4%	\$ 0.17
Call Trace	\$ 0.52	69.4%	\$ 0.16
Speed Call 6	\$ 0.51	69.4%	\$ 0.16
Call Restriction	\$ 0.84	69.4%	\$ 0.26
Distinctive Ringing	\$ 0.51	69.4%	\$ 0.16
Directed Call Pickup	\$ 0.52	69.4%	\$ 0.16
WATS Access per Port	\$ 0.51	69.4%	\$ 0.16
WATS Access per Group	\$ 1.69	69.4%	\$ 0.52
Caller I. D.	\$ 0.68	69.4%	\$ 0.21
Caller I. D. Blocking	\$ 0.53	69.4%	\$ 0.16
Call Hold	\$ 0.51	69.4%	\$ 0.16
Remote Call Forwarding	\$ 0.92	69.4%	\$ 0.28
Hunting	\$ 0.26	69.4%	\$ 0.08
DNCF	\$ 0.95	69.4%	\$ 0.29
Switch Usage			
Interoffice - Originating			
Setup per Attempt	\$ 0.00572	69.4%	\$ 0.00175
Holding Time Per MOU	\$ 0.00179	69.4%	\$ 0.00055
Interoffice - Terminating			
Setup per Call	\$ 0.00678	69.4%	\$ 0.00208
Holding Time Per MOU	\$ 0.00181	69.4%	\$ 0.00055

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
Intraoffice			
Setup per Call	\$ 0.01299	69.4%	\$ 0.00397
Holding Time Per MOU	\$ 0.00350	69.4%	\$ 0.00107
Tandem Switching (associated with Shared Transport)			
Setup per Attempt	\$ 0.00074	79.3%	\$ 0.00015
Setup per Completed Message	\$ 0.00112	79.3%	\$ 0.00023
Holding Time Per MOU	\$ 0.00065	79.3%	\$ 0.00013
Tandem Switching (originally called "Overflow")			
Setup per Attempt	\$ 0.00546	79.3%	\$ 0.00113
Setup per Completed Message	\$ 0.00941	79.3%	\$ 0.00195
Holding Time Per MOU	\$ 0.00553	79.3%	\$ 0.00114
Trunk Port Termination			
End Office Termination	\$ 20.63	69.4%	\$ 6.31
Tandem Termination	\$ 140.03	79.3%	\$ 28.99
<u>Interoffice Transmission Facilities</u>			
Switched Transport - Shared			
Fixed Mileage per MOU	\$ 0.00120		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Shared - Overflow			
Fixed Mileage per MOU	\$ 0.01084		
Variable Mileage per MOU per Mile	\$ 0.00002		
Switched Transport - Common			
Fixed Mileage per MOU	\$ 0.00127		
Variable Mileage per MOU per Mile	\$ 0.00002		
Dedicated Transport - Voice Grade			
Fixed Mileage	\$ 3.05		
Variable Mileage per Mile	\$ 0.19		
Dedicated Transport - DS1			
Fixed Mileage	\$ 32.15		
Variable Mileage per Mile	\$ 1.87		
Dedicated Transport - DS 3			
Fixed Mileage	\$ 375.36		
Variable Mileage per Mile	\$ 36.32		
<u>Expanded Interconnection Service Cross Connect (EISCC)</u>			
Voice Grade/ISDN			
EISCC	\$ 0.40		
Jack Panel	\$ 1.68		
DS0			
EISCC	\$ 25.20		
Jack Panel	\$ 5.41		
DS1			
EISCC	\$ 16.29		
Jack Panel	\$ 2.35		
Repeater	\$ 23.87		
DS3			
EISCC	\$ 46.44		
Jack Panel	\$ 26.20		
Repeater	\$ 102.89		

	<u>Adopted UNE Price ¹</u>	<u>Interim Discount ²</u>	<u>Interim UNE Price ³</u>
<u>White Page Listings</u>			
CLEC Listing	\$		0.36
<u>Operator Services</u>			
Directory Assistance per call	\$		0.36
Operator Services per Work Second	\$		0.03
<u>SS7</u>			
STP Port	\$		266.11
<u>SS7 Links</u>			
<u>Voice Grade</u>			
Fixed Mileage	\$		3.05
Variable Mileage per Mile	\$		0.19
<u>DS1</u>			
Fixed Mileage	\$		32.15
Variable Mileage per Mile	\$		1.87
<u>Unbundled Loops provided over DLC to an Entrant as a Digital Facility</u>			
per Digital Facility	\$		24.28
per Voice Line Activated	\$		5.65
<u>Data Base Query</u>			
800 Database - per Query	\$		0.00213
Line Identifier Database (LIDB) - per Query	\$		0.00252
<u>Dark Fiber</u>			
Dark Fiber -Interoffice per strand	\$		11.10
Dark Fiber - Interoffice per foot	\$		0.00017
Dark Fiber Loop - CO to Customer Prem-per strand	\$		10.98
Dark Fiber Loop - CO to Customer, per foot	\$		0.00011
Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	\$		10.98
Dark Fiber Subloop - CO to CEV/Hut/RT per foot	\$		0.00011
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	\$		10.98
Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot	\$		0.00011
Dark Fiber Cross Connect - Interoffice	\$		6.85
Dark Fiber Cross Connect - Loop/Subloop	\$		6.85
Dark Fiber Cross Connect - Subloop	\$		6.85

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
BASIC SWITCHING FUNCTIONS								
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	\$282.65	\$136.01	\$190.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
CROSS CONNECT								
EISCC - BASIC VG/ISDN - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - BASIC VG/ISDN - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EISCC - DS3 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	\$2.11	\$3.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$0.00	\$81.47	\$36.74	\$0.00	\$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$81.47	\$36.74	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	\$4.12	\$4.12	\$0.00	\$0.00	\$85.58	\$36.93	\$0.00	\$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	\$0.16	\$0.16	\$0.00	\$0.00	\$85.58	\$36.93	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	\$72.59	\$54.92	\$57.54	\$52.95	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	\$45.66	\$26.50	\$28.80	\$24.30	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	\$4.12	\$2.67	\$2.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	\$57.47	\$52.42	\$52.99	\$50.37	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	\$30.24	\$24.34	\$24.92	\$22.41	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.94	\$2.70	\$3.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
FEATURES, IN ADDITION TO SELECTED PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX -	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	\$3.29	\$0.00	\$47.31	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$21.63	\$15.87	\$21.63	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SI	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HUNTING - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	\$3.29	\$0.00	\$47.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE	\$3.29	\$0.00	\$19.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - S	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMF	\$0.82	\$0.00	\$2.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COM	\$73.97	\$45.66	\$0.00	\$43.19	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COM	\$47.43	\$19.13	\$0.00	\$15.02	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.76	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX -	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - CC	\$73.97	\$45.66	\$0.00	\$43.19	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPL	\$47.43	\$19.13	\$0.00	\$15.02	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$68.38	\$36.41	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX -	\$5.76	\$2.47	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$58.31	\$30.47	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$45.66	\$0.00	\$43.19	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (CESR/LEX - COMPLEX)	\$47.43	\$19.13	\$0.00	\$15.02	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - INITIAL (MECHANIZED)	\$0.74	\$0.74	\$0.00	\$0.00	\$63.09	\$20.39	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MANUAL/FAX - COMPI	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (CESAR/LEX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00
VG TRUNK TRANSPORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.72	\$13.88	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.03	\$44.51	\$0.00	\$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS1 - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$40.14	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	\$47.43	\$22.62	\$0.00	\$15.02	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$116.83	\$44.21	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLE	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$75.85	\$38.83	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$70.26	\$45.54	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPL	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLE)	\$5.76	\$2.47	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.39	\$39.04	\$0.00	\$0.00
VOICE GRADE - INITIAL (MANUAL/FAX - COMPLEX)	\$73.97	\$48.96	\$0.00	\$43.19	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (CESAR/LEX - COMPLEX)	\$47.43	\$22.62	\$0.00	\$15.02	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - INITIAL (MECHANIZED)	\$0.33	\$0.33	\$0.00	\$0.00	\$22.22	\$7.69	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$5.76	\$2.47	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00
VOICE GRADE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.52	\$5.11	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

LINK	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	\$35.68	\$21.93	\$24.40	\$19.94	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$106.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLE	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$7.95	\$4.16	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
CENTREX SYSTEM ESTABLISH (NO SERVICE ORDER)	\$0.00	\$0.00	\$0.00	\$0.00	\$27.17	\$15.87	\$27.17	\$0.00
COIN PORT - INITIAL (MANUAL/FAX - SIMPLE)	\$52.42	\$48.54	\$48.54	\$42.37	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (CESAR/LEX - SIMPLE)	\$24.24	\$20.37	\$20.77	\$14.19	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.95	\$4.16	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (CESAR/LEX - SIMPLE)	\$2.05	\$1.65	\$2.05	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
COIN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.90	\$2.02	\$0.04	\$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$28.18	\$18.53	\$0.00	\$0.00
DID NBR BLOCK (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$28.18	\$18.53	\$0.00	\$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$20.37	\$11.93	\$0.04	\$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
DID PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	\$70.84	\$48.54	\$48.54	\$42.37	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - INITIAL (MECHANIZED)	\$0.50	\$0.50	\$0.50	\$0.50	\$19.83	\$11.89	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	\$2.05	\$2.05	\$2.05	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.67	\$4.06	\$0.04	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPL	\$47.31	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLI	\$18.03	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	\$0.16	\$0.00	\$0.00	\$0.00	\$39.19	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/F.	\$47.31	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
SIMPLE/COMPLEX)								
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX	\$18.03	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
(SIMPLE/COMPLEX))								
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZI	\$0.16	\$0.00	\$0.00	\$0.00	\$61.33	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANU	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIMPLE/COMPLEX)								
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
(SIMPLE/COMPLEX))								
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECH,	\$0.00	\$0.00	\$0.00	\$0.00	\$15.26	\$0.00	\$0.00	\$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$167.45	\$55.12	\$0.00	\$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	\$42.67	\$20.37	\$20.37	\$11.52	\$125.41	\$44.46	\$0.00	\$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/F/	\$81.38	\$54.71	\$0.00	\$45.66	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX	\$55.66	\$29.00	\$0.00	\$19.95	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZE	\$0.50	\$0.50	\$0.00	\$0.50	\$105.65	\$31.79	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANU,	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
COMPLEX)								
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR	\$3.29	\$0.82	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECH/	\$0.00	\$0.00	\$0.00	\$0.00	\$81.51	\$23.53	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL	\$81.38	\$54.71	\$0.00	\$45.66	\$105.43	\$30.74	\$0.00	\$0.00
COMPLEX)								
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/	\$55.66	\$29.00	\$0.00	\$19.95	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHAN	\$0.50	\$0.50	\$0.00	\$0.50	\$105.43	\$30.74	\$0.00	\$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (MANUAL/FAX - COMPLEX)								
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$3.29	\$0.82	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (CESAR/LEX - COMPLEX)								
TANDEM TERMINATION (PER DS1) - ADDITIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$80.17	\$23.53	\$0.00	\$0.00
SYSTEM (MECHANIZED)								

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

September 9, 2003

U 1001 C
Advice Letter No. 24090A

Public Utilities Commission of the State of California

On August 11, 2003, SBC California filed Advice Letter No. 24090 in compliance with Ordering Paragraph 2 of Decision 03-07-023

This supplement is now being issued to:

Delete the word "IDSL" after the Recurring Rate for the Digital - 1.544 MBPS (DS1) Link and add the word "IDSL" after ISDN Option in Appendix A, page 1.

Add an asterisk after "IDSL" and add a footnote at the bottom of the page to state "The IDSL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the ISDN Option rates" in Appendix A, page 1.

Delete the asterisks after the rates for Digital DS1 Copper - Initial (Manual/Fax-Complex), Digital DS1 Copper - Initial (Cesar/Fax-Complex); Digital DS1 Copper - Initial (Mechanized), Digital DS1 Copper - Additional (Manual/Fax-Complex) Digital DS1 Copper - Additional (Cesar/Fax-Complex); Digital DS1 Copper - Additional (Mechanized) in Appendix B, page 7.

Delete the footnote at the bottom of the page which states "*** Includes 2-Wire Digital Loop ISDN/IDSL" in Appendix B, page 7.

Add two asterisks each after the rates for ISDN Link - Initial (Manual/Fax-Complex), ISDN Link - Initial (Cesar/Fax-Complex); ISDN Link - Initial (Mechanized), ISDN Link - Additional (Manual/Fax-Complex) ISDN Link - Additional (Cesar/Fax-Complex); ISDN Link - Additional (Mechanized) in Appendix B, page 7.

Add a footnote stating "***This rate also applies to 2-Wire Digital Loop ISDN/IDSL" to Appendix B, page 7.

Correct the amendment numbers for the following carriers:

AT&T Broadband	Amendment No. 4
Brooks Fiber Communications	Amendment No. 3
Creative Interconnect	
Communications, LLC	Amendment No. 8
ICG Telecom Group, Inc.	Amendment No. 11

SBC CALIFORNIA

In compliance with G.O. 96-A, copies of this supplement are being mailed to all LECs and to other interested parties requesting such notification. Also in compliance, we are mailing copies to parties on the service list for Resolution ALJ-181, R.93-04-003/I.93-04-002/R.95-04-043/I.95-04-044 (service list attached). We are also mailing a copy to each customer named in the Amendment (address list attached). In addition, we are sending an e-mail copy to parties as requested. This supplement with attachments may be viewed on SBC California's Web-Site <https://net.sbc.com/calreg/>. If there are any questions regarding distribution, call 415-542-3350.

Yours truly,

SBC California

(Signature on File)

Executive Director

Attachments

Appendix A Adopted Rates

<u>Link</u>	<u>Adopted UNE Price¹</u>	<u>Interim Discount²</u>	<u>Interim UNE Price³</u>
Basic or Assured Link (2-wire), xDSL	\$ 11.57	15.1%	\$ 9.82
Zone 1	\$ 9.71	15.1%	\$ 8.24
Zone 2	\$ 13.17	15.1%	\$ 11.19
Zone 3	\$ 23.19	15.1%	\$ 19.69
PBX Trunk Option	\$ 2.21		
Zone 1	\$ 2.26		
Zone 2	\$ 2.19		
Zone 3	\$ 1.89		
Coin Option	\$ 2.98		
Zone 1	\$ 3.04		
Zone 2	\$ 2.95		
Zone 3	\$ 2.54		
ISDN Option, ISDL *	\$ 4.51		
Zone 1	\$ 4.37		
Zone 2	\$ 4.73		
Zone 3	\$ 5.05		
Digital - 1.544 Mbps (DS1)	\$ 93.91		
Zone 1	\$ 89.68		
Zone 2	\$ 97.78		
Zone 3	\$ 119.40		
4-Wire - Link, xDSL	\$ 36.27		
Zone 1	\$ 32.62		
Zone 2	\$ 39.46		
Zone 3	\$ 58.93		
4-Wire - CO Facility Interface Connection	\$ 15.15		
<u>Entrance Facilities</u>			
Voice Grade (2W)	\$ 22.75		
Voice Grade (4W)	\$ 45.49		
DS1	\$ 152.57		
DS3	\$ 1,865.32		
DS3 (w/o equip)	\$ 733.47		
<u>Multiplexing</u>			
DS0/DS1	\$ 259.83		
DS1/DS3	\$ 292.69		
<u>Digital Cross Connect System (DCS) - Multiplexing</u>			
DS0/DS1 per channel	\$ 10.83		
DS1/DS3 per channel	\$ 10.45		

¹ These prices reflect a 21% shared and common cost markup and a 13% decrease in the expense portion of the recurring cost, in compliance with D.02-09-049. The rates in this column apply unless an interim discount was adopted in D.02-05-042 or D.02-09-052.

² Interim Discounts as adopted in D.02-05-042 and D.02-09-052, where applicable.

³ The rates in this column apply to those UNEs for which an interim discount was adopted.

*The ISDL rates are calculated by adding the interim 2-Wire Analog (Basic) Loop rates to the interim ISDN Option rates.

Appendix B

Non-Recurring charges for SBC - Pacific*

	Revised Service Order (Preordering, Ordering and Billing)				Revised Channel Connection (Provisioning and Maintenance)			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX), xDSL (4 wire)	\$64.12	\$50.74	\$53.98	\$48.30	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX), xDSL (4 wire)	\$35.68	\$21.93	\$24.40	\$19.94	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - INITIAL (MECHANIZED), xDSL (4 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$29.32	\$10.58	\$11.59	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)xDSL 4W	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)xDSL 4W	\$3.75	\$3.70	\$1.97	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED), xDSL (4 wire)	\$0.00	\$0.00	\$0.00	\$0.00	\$19.27	\$7.55	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.97	\$8.68	\$15.69	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.29	\$1.88	\$2.05	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.74	\$5.85	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE), xDSL (2 wire)	\$58.50	\$49.76	\$53.13	\$48.22	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE), xDSL (2 wire)	\$30.43	\$21.38	\$24.74	\$19.91	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - INITIAL (MECHANIZED), xDSL (2 wire)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.87	\$8.71	\$15.76	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE), xDSL 2W	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE), xDSL 2W	\$3.29	\$1.88	\$2.05	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED), xDSL (2 wire)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.87	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$108.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$108.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.35	\$13.67	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$59.23	\$10.91	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	\$64.12	\$50.74	\$53.98	\$48.30	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	\$35.68	\$21.93	\$24.40	\$19.94	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	\$0.16	\$0.16	\$0.16	\$0.00	\$110.38	\$17.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	\$3.75	\$3.70	\$1.97	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	\$0.00	\$0.00	\$0.00	\$0.00	\$62.03	\$14.92	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)**	\$64.12	\$50.74	\$53.98	\$48.30	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)**	\$35.68	\$21.93	\$24.40	\$19.94	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - INITIAL (MECHANIZED)**	\$0.16	\$0.16	\$0.16	\$0.00	\$18.86	\$8.71	\$15.76	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)**	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)**	\$3.75	\$3.70	\$1.97	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)**	\$0.00	\$0.00	\$0.00	\$0.00	\$12.88	\$5.78	\$0.00	\$0.00

* Non-recurring charges for connects are to be recovered separately from disconnects and at the time of occurrence. These charges are based on rates in Appendix B of D.99-11-050, and adjusted to increase the shared and common markup from 19% to 21%. The rates in D.99-11-050 were divided by 1.19. The result was then multiplied by 1.21 to calculate the revised rate.

** This rate also applies to 2-Wire Digital Loop ISDN / IDSL

AMENDMENT TO
THE
INTERCONNECTION AGREEMENT – CALIFORNIA
EFFECTIVE JANUARY 16, 2003
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
SPRINT COMMUNICATIONS COMPANY L.P.

This Amendment to the Interconnection Agreement – California is entered into this 13th day of Aug., 2003 between Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and Sprint Communications L.P. ("Sprint"), (collectively, "the Parties").

WHEREAS the Parties have entered into the Interconnection agreement – California ("the Agreement"), which has been approved by an Order of the Public Utilities Commission of California (the "Commission"); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, the Parties wish to amend the following sections of the Agreement as indicated. All other sections remain unchanged.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

SBC California will provide Sprint collocation under the terms and conditions set forth in the Appendix Collocation below. In the event that any of the terms and conditions of this Appendix Collocation conflict with the terms and conditions of the underlying Agreement, including any attachments or appendices thereto, the terms of this Appendix Collocation shall control and shall supersede any conflicting terms in the underlying Agreement, including any attachments or appendices thereto.

APPENDIX COLLOCATION

1.0 Collocation. SBC California will provide collocation to Sprint at the rates set forth in Appendix Collocation attached hereto.

IT IS FURTHER AGREED THAT:

This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED IN AND FULL FORCE AND EFFECT.

In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's

¹ Pacific Bell Telephone Company, a California corporation, f/k/a Pacific Bell Telephone Company, is now doing business in California as SBC California.

Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). On May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). the parties also acknowledge and agree that enforcement of the statute was permanently enjoined by Chief Judge Charles Kocaras on July 2, 2003 in *Voices for Choices, et al. v. Illinois Bell Telephone Company, et al.*, Case No. 03-C-3290 (N.D. Ill.); the parties also acknowledge and agree that the judge's ruling in Case No. 03-C-3290 (N.D. Ill.) is currently on appeal to the United States Court of Appeals for the Seventh Circuit. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC California reserves its right, to the extent SBC California has not already invoked the FCC ISP terminating compensation in California and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by SBC California the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing 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, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to any all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

THIS AMENDMENT DOES NOT ADDRESS ANY ISSUE AS REGARDS COMPENSATION FOR TRAFFIC TO OR FROM THE INTERNET, AND THUS DOES NOT WAIVE ANY RIGHT OF THE PARTIES ON ANY SUCH ISSUE, INCLUDING, BUT NOT LIMITED TO EITHER PARTIES' RIGHT TO EXERCISE ITS OPTION AT ANY TIME IN THE FUTURE TO INVOKE THE INTERVENING LAW OR CHANGE OF LAW PROVISIONS OF THE UNDERLYING AGREEMENT.

Upon receipt of Sprint's signed Amendment to the Interconnection Agreement, SBC California shall sign the Amendment and file it with the Commission. The signed Amendment to the Interconnection Agreement between SBC California and Sprint shall become effective immediately upon filing with the Commission (the "Effective Date"), but in no event later than 10 days after the date SBC California receives the signed Amendment to the Interconnection Agreement from Sprint.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 13th day of Aug., 2003, by SBC California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sprint Communications Company L.P.

Pacific Bell Telephone Company d/b/a SBC California
by SBC Telecommunications, Inc., its authorized agent

By: W. Richard Morris

By: Mike Auinbauh

Name: W. Richard Morris
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: Vice President, External Affairs
(Print or Type)

Title: For/ President - Industry Markets

Date: July 30, 2003

Date: 8-13-03

FACILITIES-BASED OCN # _____

ACNA _____

APPENDIX COLLOCATION

- 1.1 Effective March 15, 2000, SBC-CALIFORNIA will provide any new collocation arrangements with pricing consistent with the Interim rates provided in the Collocation Cost Model submitted on the record in the Collocation Phase of OANAD (R.93-04-003, I.93-04-002. All such rates, terms and conditions are subject to true up in accordance with the approved state tariff language resulting from the California Public Utilities Commission's final ruling in the Collocation Phase of OANAD. These interim rates are identified in Attachment A.
- 1.2 For collocation arrangements installed prior to March 15, 2000, SBC will continue to bill at the tariff rates that were in place prior to March 15, 2000, these rates are identified in Attachment B.

FCC 128 Rates								
Wire Center	Phase No.	Cages	Central Office Space Per 100 Square Feet		CO Space Infrastructure	Cable Space per cable/CO	Cable Placement /Removal per cable	Installation Interval
			Monthly Rate	Nonrecurring	Nonrecurring	Monthly Rate	Nonrecurring	Number of Days
AGORCA11	1	8	\$688.00	\$21,219.00	\$50,120.00	\$56.00	\$1,521.00	120
	2	4	640.00	21,219.00	30,183.00	69.00	1,616.00	120
ALBYCA11	1	5	645.00	21,219.00	31,657.00	49.00	1,333.00	120
	2	5	632.00	21,219.00	18,426.00	49.00	1,144.00	120
ALHBCA01	1	4	699.00	17,466.00	89,727.00	92.00	2,068.00	120
	2	10	616.00	19,169.00	69,476.00	81.00	1,710.00	120
ALMDCA11	1	1	662.00	19,516.00	59,942.00	81.00	1,670.00	120
	2	3	696.00	20,907.00	42,055.00	98.00	1,710.00	120
	3	11	635.00	21,219.00	46,129.00	103.00	1,710.00	135
ANHMCA01	1	11	601.00	16,064.00	37,112.00	108.00	2,228.00	120
	2	13	647.00	21,219.00	68,366.00	141.00	2,370.00	130
ANHMCA11	1	7	666.00	19,169.00	59,233.00	127.00	2,181.00	120
	2	6	701.00	19,169.00	68,366.00	127.00	1,993.00	130
	3		637.00	19,169.00	73,986.00	64.00	1,616.00	120
ANHMCA12	1	5	658.00	19,516.00	47,593.00	51.00	1,590.00	120
	2	4	N/A	N/A	N/A	N/A	N/A	N/A
ANTCCA11	1	6	658.00	17,767.00	56,980.00	71.00	2,087.00	120
APTSCA12	1	2	N/A	N/A	N/A	N/A	N/A	N/A
ARCDCA11	1	4	679.00	21,219.00	53,442.00	96.00	1,993.00	120
	2	7	638.00	21,219.00	35,268.00	177.00	2,087.00	120
ARGRCA12	1	2	N/A	N/A	N/A	N/A	N/A	N/A
ARTNCA11	1	3	727.00	19,169.00	64,851.00	93.00	1,898.00	120
	2	3	709.00	19,169.00	77,044.00	93.00	1,993.00	120
ATSCCA11	1	2	N/A	N/A	N/A	N/A	N/A	N/A
AUBNCA01	1	7	632.00	19,274.00	38,269.00	63.00	2,181.00	120
BALBCA01	1	4	687.00	20,275.00	57,752.00	58.00	2,087.00	120
BELLCA11	1	9	651.00	19,169.00	60,468.00	188.00	1,898.00	120
BKFDCA12	1	4	615.00	16,064.00	41,517.00	34.00	1,590.00	120
	2	4	635.00	21,219.00	21,161.00	64.00	1,710.00	120
BKFDCA13	1	4	741.00	18,658.00	54,218.00	22.00	1,271.00	120
BKFDCA14	1	5	679.00	17,466.00	62,110.00	55.00	1,829.00	120
BKLYCA01	1	6	671.00	17,877.00	65,856.00	172.00	2,467.00	120
	2	8	647.00	21,219.00	45,757.00	109.00	2,275.00	120
	3	2	N/A	N/A	N/A	N/A	N/A	N/A

BNCICA11	1	2	735.00	21,219.00	48,790.00	14.00	1,616.00	120
BNPKCA11	1	8	641.00	21,219.00	45,029.00	117.00	2,087.00	120
	2	4	N/A	N/A	N/A	N/A	N/A	N/A
BRBNCA11	1	12	631.00	19,516.00	25,873.00	64.00	2,068.00	120
	2	8	645.00	21,219.00	40,673.00	86.00	2,370.00	120
BRBNCA13	1	10	614.00	19,169.00	68,702.00	87.00	1,239.00	120
BREACA12	1	2	713.00	21,219.00	40,363.00	64.00	1,616.00	120
	2	2	608.00	16,079.00	163,157.00	64.00	1,616.00	180
BRLNCA01	1	8	688.00	17,466.00	85,681.00	83.00	1,989.00	120
	2	7	637.00	21,219.00	26,073.00	81.00	2,087.00	120
	3	2	685.00	21,219.00	40,940.00	85.00	2,087.00	120
BRWDCA12	1	1	874.00	20,692.00	47,576.00	49.00	1,710.00	120
	2	1	640.00	21,219.00	9,784.00	49.00	1,710.00	120
BSRNCA70	1	2	590.00	17,466.00	59,944.00	22.00	1,351.00	120
BVHLCA01	1	12	604.00	17,466.00	46,454.00	90.00	1,909.00	120
	2	6	627.00	19,169.00	69,058.00	77.00	1,898.00	120
	3	10	620.00	19,169.00	53,714.00	77.00	2,181.00	120
CHVSCA11	1	5	713.00	19,169.00	75,336.00	72.00	2,370.00	120
	2	5	619.00	17,767.00	32,539.00	72.00	2,464.00	120
CHVSCA12	1	2	689.00	19,169.00	71,112.00	52.00	2,181.00	120
	2	2	661.00	21,219.00	28,262.00	52.00	2,181.00	120
CLBSCA11			N/A	N/A	N/A	N/A	N/A	N/A
CLBSCA50	1	1	718.00	17,767.00	32,587.00	263.00	1,616.00	150
CLCYCA11	1	4	671.00	21,219.00	47,869.00	105.00	1,993.00	120
	2	10	624.00	19,169.00	59,155.00	105.00	1,993.00	120
CLVSCA11	1	3	674.00	17,476.00	58,028.00	26.00	1,271.00	120
	2	4	649.00	21,219.00	24,115.00	35.00	1,710.00	120
CMTNCA01	1	8	634.00	19,043.00	43,050.00	131.00	2,387.00	120
	2	10	633.00	21,219.00	31,653.00	132.00	1,993.00	120
CNCRCA01	1	6	610.00	19,516.00	32,161.00	98.00	1,510.00	120
	2	7	699.00	21,219.00	47,021.00	74.00	1,710.00	120
	3	7	627.00	19,169.00	61,797.00	88.00	1,616.00	120
CNPKCA01	1	7	652.00	19,333.00	41,023.00	76.00	1,670.00	120
	2	6	603.00	17,767.00	28,479.00	163.00	1,710.00	120
COLACA01	1	6	642.00	21,219.00	33,305.00	57.00	1,616.00	120
	2	4	654.00	19,169.00	127,523.00	57.00	1,710.00	120
CORNCA11	1	5	689.00	21,219.00	53,849.00	74.00	1,804.00	120
	2	3	650.00	21,219.00	24,643.00	59.00	1,710.00	120
COTNCA11	1	6	618.00	19,516.00	39,826.00	86.00	1,590.00	120
	2		634.00	19,628.00	47,442.00	66.00	1,616.00	150

CRDMCA11	1	10	681.00	19,169.00	54,261.00	107.00	2,181.00	180
CRLSCA11	1	4	638.00	19,169.00	96,532.00	44.00	1,616.00	180
	2	2	703.00	20,235.00	35,847.00	44.00	1,804.00	180
CRLSCA12	1	6	656.00	21,219.00	39,818.00	152.00	2,087.00	120
CRNDCA11	1	2	666.00	21,219.00	42,060.00	42.00	1,710.00	120
	2	2	678.00	21,219.00	25,892.00	69.00	1,804.00	120
CSMSCA11	1	2	688.00	19,169.00	62,840.00	47.00	1,993.00	120
	2	8	650.00	19,169.00	119,350.00	114.00	2,275.00	120
CSVLCA11	1	1	810.00	19,169.00	44,387.00	51.00	1,804.00	120
CTTICA12	1	2	709.00	20,856.00	39,976.00	26.00	1,804.00	120
CYTNA11	1	2	660.00	19,451.00	48,024.00	24.00	1,521.00	135
DAVLCA12	1	2	768.00	19,169.00	60,646.00	76.00	1,898.00	120
	2	6	633.00	21,219.00	45,338.00	51.00	1,710.00	120
DAVLCA13	1	1	673.00	21,219.00	49,203.00	79.00	1,710.00	120
	2	2	664.00	19,632.00	32,227.00	36.00	1,710.00	120
DAVSCA11	1	4	650.00	21,219.00	37,172.00	26.00	1,710.00	120
DELNCA11	1	2	650.00	21,219.00	35,926.00	39.00	1,616.00	120
DLMRCA12	1	1	650.00	19,516.00	39,348.00	72.00	1,829.00	120
	2	3	N/A	N/A	N/A	N/A	N/A	N/A
ELGJCA11	1	3	693.00	17,466.00	82,767.00	122.00	1,909.00	120
	2	5	657.00	19,169.00	58,234.00	86.00	2,558.00	120
ELMNCA01	1	4	701.00	19,169.00	75,112.00	167.00	2,087.00	120
	2	10	647.00	21,219.00	38,520.00	115.00	2,181.00	120
ELSBGA11	1	4	651.00	21,219.00	34,829.00	34.00	1,616.00	120
ELSGCA12	1	13	603.00	16,064.00	35,666.00	143.00	2,228.00	120
	2	5	N/A	N/A	N/A	N/A	N/A	N/A
ELTRCA11	1	1	605.00	16,064.00	34,848.00	97.00	1,909.00	120
	2	6	650.00	21,219.00	46,393.00	137.00	1,993.00	120
	3	11	651.00	19,169.00	114,950.00	127.00	2,558.00	120
ENCTCA12	1	2	656.00	21,219.00	38,578.00	54.00	1,804.00	120
	2	4	662.00	21,219.00	36,349.00	54.00	1,898.00	120
ESCNCA01	1	3	613.00	19,516.00	33,213.00	109.00	2,228.00	120
	2	5	632.00	19,169.00	45,302.00	146.00	2,558.00	120
	3	2	662.00	19,169.00	58,018.00	146.00	2,558.00	150
FLSMCA12	1	4	657.00	19,516.00	48,074.00	32.00	1,351.00	120
	2	7	641.00	21,219.00	42,896.00	81.00	1,804.00	120
FLSMCA13	1	2	665.00	21,219.00	23,263.00	49.00	1,710.00	120
	2	1	675.00	21,219.00	22,447.00	49.00	1,710.00	120
FLSMCA14	1	8	647.00	21,219.00	48,386.00	14.00	1,710.00	120
FNTACA11	1	4	670.00	21,219.00	51,196.00	102.00	2,087.00	120

	2	6	642.00	19,169.00	62,911.00	73.00	2,087.00	150
FRFDCA01	1	4	670.00	21,219.00	37,224.00	64.00	1,616.00	120
FRMTCA11	1	4	520.00	19,516.00	49,689.00	111.00	1,510.00	120
	2	10	634.00	19,169.00	91,029.00	127.00	2,181.00	120
	3	8	639.00	19,169.00	96,859.00	165.00	2,181.00	120
FRMTCA12	1	2	338.00	19,516.00	41,229.00	72.00	1,909.00	150
	2	4	637.00	21,219.00	22,322.00	77.00	2,087.00	150
	3	6	620.00	21,219.00	18,343.00	77.00	2,087.00	120
	4	1	642.00	21,219.00	10,543.00	77.00	2,097.00	120
FROKCA11	1	4	669.00	19,516.00	44,435.00	67.00	1,989.00	120
	2	6	628.00	21,219.00	16,828.00	182.00	2,181.00	120
	3	6	670.00	20,648.00	53,126.00	57.00	2,087.00	120
FRSNCA01	1	5	601.00	16,064.00	35,645.00	139.00	3,344.00	120
	2	10	655.00	19,169.00	84,089.00	114.00	3,972.00	150
FRSNCA11	1	4	595.00	16,064.00	31,961.00	47.00	1,510.00	120
	2	5	687.00	19,169.00	68,118.00	74.00	1,993.00	120
FRSNCA12	1	4	636.00	16,064.00	40,763.00	41.00	1,670.00	120
FRSNCA13	1	4	678.00	19,516.00	58,287.00	71.00	1,510.00	120
	2	4	643.00	21,219.00	23,703.00	61.00	1,616.00	120
FUTNCA01	1	5	670.00	21,219.00	50,844.00	177.00	2,370.00	120
	2	3	632.00	19,169.00	47,826.00	151.00	2,370.00	130
	3	10	625.00	19,169.00	86,143.00	98.00	1,616.00	150
GLDLCA11	1	8	610.00	16,064.00	33,921.00	47.00	1,909.00	120
	2	8	652.00	21,219.00	30,870.00	86.00	2,087.00	120
GRDNCA01	1	9	622.00	19,516.00	32,970.00	86.00	1,590.00	120
	2	10	619.00	21,219.00	42,153.00	88.00	1,804.00	120
GRGVCA01	1	10	737.00	19,169.00	94,457.00	74.00	1,616.00	120
	2	3	N/A	N/A	N/A	N/A	N/A	N/A
HGLDCA11	1	4	679.00	20,843.00	52,691.00	64.00	1,710.00	120
HLBGCA11	1	3	697.00	21,219.00	49,265.00	69.00	1,710.00	120
HLWDCA01	1	9	612.00	15,848.00	41,929.00	112.00	2,547.00	135
	2	6	647.00	21,219.00	41,069.00	105.00	2,841.00	120
HMBACA12	1	1	763.00	20,715.00	56,894.00	34.00	1,710.00	120
HNFRCA01	1	2	693.00	19,845.00	56,400.00	53.00	2,087.00	120
HNPCKA01	1	4	635.00	19,516.00	53,853.00	86.00	1,510.00	120
	2	3	651.00	21,219.00	25,090.00	132.00	1,898.00	120
	3	10	624.00	21,219.00	31,070.00	177.00	1,993.00	120
HRCLCA11			N/A	N/A	N/A	N/A	N/A	N/A
HWTHCA01	1	6	675.00	21,219.00	51,078.00	N/A	2,370.00	120
	2	9	630.00	21,219.00	37,992.00	136.00	2,370.00	120

HYWRCA01	1	5	663.00	21,219.00	43,465.00	74.00	1,616.00	120
	2	10	634.00	19,169.00	170,554.00	141.00	1,993.00	180
HYWRCA11	1	6	583.00	16,064.00	30,937.00	81.00	1,510.00	120
	2	10	668.00	21,219.00	45,772.00	137.00	1,993.00	120
IGWDCA01	1	4	673.00	21,219.00	50,944.00	141.00	2,370.00	120
	2	3	615.00	19,169.00	51,758.00	166.00	2,558.00	120
	3	7	615.00	19,169.00	111,801.00	166.00	2,464.00	120
IMBHCA11	1	4	678.00	19,169.00	57,659.00	64.00	1,804.00	120
IRVNCA01	1	10	621.00	19,169.00	254,332.00	76.00	1,710.00	120
IRVNCA11	1	5	602.00	16,064.00	32,203.00	116.00	1,431.00	120
	2	12	736.00	19,169.00	66,598.00	107.00	2,275.00	120
	3	1	627.00	19,169.00	89,104.00	147.00	2,087.00	90
IRVNCA12	1	4	682.00	20,039.00	62,443.00	43.00	2,087.00	120
	2	10	631.00	19,169.00	96,584.00	58.00	2,087.00	120
LACRCA11	1	2	722.00	21,219.00	44,944.00	90.00	1,144.00	120
	2	8	641.00	21,219.00	43,916.00	90.00	1,333.00	150
LAJLCA11	1	4	657.00	19,516.00	55,344.00	49.00	1,510.00	120
	2	5	678.00	19,169.00	65,655.00	73.00	2,464.00	120
LAMSCA01	1	4	661.00	17,466.00	60,844.00	86.00	1,590.00	120
	2	7	637.00	19,169.00	52,180.00	90.00	1,993.00	120
	3	1	639.00	17,767.00	15,310.00	90.00	1,993.00	120
	4	10	631.00	19,169.00	50,814.00	104.00	2,370.00	150
LFYTCA11	1	4	692.00	21,219.00	33,656.00	34.00	1,616.00	120
LGNGCA12	1	3	690.00	19,169.00	62,157.00	53.00	1,993.00	120
	2	8	650.00	19,169.00	117,196.00	97.00	2,370.00	120
LKSDCA12	1	3	676.00	19,169.00	61,313.00	84.00	1,898.00	120
LNCLCA11	1	2	717.00	21,219.00	51,953.00	14.00	1,616.00	120
LODICA01	1	2	645.00	19,516.00	59,042.00	62.00	1,909.00	120
	2	2	649.00	21,219.00	18,437.00	56.00	1,521.00	120
LOMSCA11	1	1	732.00	21,219.00	28,823.00	14.00	1,616.00	120
	2	1	711.00	21,219.00	22,064.00	14.00	1,521.00	120
LOMTCA11	1	4	687.00	19,169.00	60,227.00	45.00	1,804.00	120
	2	10	628.00	21,219.00	41,666.00	163.00	1,616.00	120
LRKSCA11	1	2	658.00	21,219.00	41,202.00	45.00	1,616.00	120
	2	4	646.00	21,219.00	28,392.00	45.00	1,616.00	120
LSANCA01	1	22	626.00	16,064.00	36,199.00	182.00	3,185.00	180
	2	4	642.00	19,320.00	41,306.00	195.00	3,501.00	180
	3	10	624.00	19,251.00	48,688.00	237.00	4,632.00	180
LSANCA05	1	5	650.00	19,516.00	42,059.00	102.00	1,829.00	120
	2	10	626.00	21,219.00	37,182.00	177.00	2,087.00	120

LSANCA06	1	4	673.00	19,516.00	53,738.00	45.00	1,271.00	120
	2	10	618.00	21,219.00	21,500.00	149.00	1,239.00	120
LSANCA07	1	7	603.00	16,064.00	33,007.00	123.00	1,590.00	120
	2	6	656.00	21,219.00	49,313.00	84.00	1,804.00	120
	3	5	N/A	N/A	N/A	N/A	N/A	N/A
LSANCA08	1	8	631.00	16,064.00	42,694.00	81.00	1,510.00	120
	2	11	622.00	21,219.00	27,583.00	81.00	1,616.00	120
LSANCA09	1	6	630.00	19,516.00	45,427.00	114.00	2,627.00	120
	2	10	625.00	19,169.00	48,301.00	145.00	2,841.00	120
	3	5	N/A	N/A	N/A	N/A	N/A	N/A
LSANCA10	1	9	632.00	19,516.00	47,771.00	148.00	2,148.00	120
	2	10	625.00	21,219.00	34,987.00	91.00	2,370.00	120
LSANCA11	1	14	616.00	17,619.00	46,810.00	86.00	1,670.00	120
	2	2	626.00	21,219.00	39,811.00	74.00	1,616.00	120
LSANCA12	1	4	631.00	17,466.00	54,547.00	61.00	1,670.00	120
	2	10	637.00	21,219.00	24,497.00	69.00	1,616.00	120
LSANCA13	1	5	705.00	21,140.00	52,027.00	93.00	1,616.00	120
	2	9	624.00	19,169.00	127,941.00	113.00	1,710.00	120
LSANCA14	1	4	654.00	19,516.00	58,320.00	98.00	1,829.00	120
	2	10	626.00	19,169.00	58,926.00	177.00	2,087.00	120
LSANCA15	1	5	645.00	19,493.00	50,520.00	137.00	2,547.00	120
	2	10	628.00	21,219.00	41,428.00	155.00	2,747.00	120
LSANCA23	1	4	705.00	21,140.00	65,818.00	130.00	1,993.00	120
	2	8	629.00	21,219.00	24,845.00	177.00	1,993.00	120
LSANCA29	1	5	631.00	16,064.00	41,224.00	84.00	2,228.00	120
	2	10	612.00	19,169.00	78,872.00	101.00	2,228.00	180
LSANCA34	1	10	596.00	16,064.00	39,516.00	95.00	2,228.00	120
	2	2	629.00	21,219.00	24,217.00	185.00	2,558.00	120
	3	0	N/A	N/A	N/A	N/A	N/A	N/A
LSANCA35	1	5	582.00	16,064.00	30,366.00	41.00	1,112.00	180
	2	2	678.00	21,219.00	26,039.00	99.00	1,239.00	120
	3	6	643.00	19,169.00	76,654.00	113.00	1,616.00	180
LSANCA38	1	6	609.00	16,064.00	38,726.00	52.00	1,909.00	120
	2	6	634.00	21,219.00	38,599.00	177.00	1,993.00	120
LSANCA56	1	4	652.00	17,466.00	62,708.00	66.00	1,590.00	120
	2	5	647.00	20,330.00	40,925.00	69.00	1,710.00	120
	3	10	635.00	20,448.00	50,928.00	69.00	1,710.00	120
LSATCA11	1	3	709.00	21,219.00	68,530.00	79.00	1,710.00	120
	2	5	655.00	21,219.00	41,642.00	54.00	1,710.00	120
LVMRCA11	1	2	662.00	17,466.00	60,453.00	71.00	1,670.00	120

	2	3	635.00	21,219.00	27,518.00	44.00	1,710.00	120
	3	3	618.00	21,219.00	9,093.00	48.00	1,710.00	120
	4	2	N/A	N/A	N/A	N/A	N/A	N/A
MADRCA11	1	2	691.00	19,169.00	61,867.00	65.00	2,087.00	120
MADRCA12	1	0	N/A	N/A	N/A	N/A	N/A	N/A
MDSTCA02	1	4	613.00	16,064.00	45,945.00	50.00	1,191.00	120
	2	4	651.00	19,169.00	64,824.00	68.00	2,275.00	120
MLBRCA11	1	10	697.00	19,169.00	67,179.00	81.00	1,804.00	120
MLPSCA11	1	4	600.00	19,513.00	46,179.00	61.00	1,829.00	120
	2	3	668.00	17,767.00	53,116.00	52.00	1,710.00	120
	3	3	629.00	21,219.00	32,955.00	59.00	1,616.00	120
MLVYCA01	1	2	679.00	21,219.00	61,690.00	35.00	1,144.00	120
	2	5	645.00	21,219.00	30,710.00	26.00	1,239.00	135
MNPKCA11	1	5	599.00	19,169.00	62,081.00	39.00	1,804.00	135
MORGCA12	1	2	730.00	21,219.00	42,877.00	35.00	1,616.00	120
	2	1	702.00	21,010.00	43,933.00	35.00	1,804.00	120
MRCDA01	1	3	648.00	18,675.00	59,184.00	52.00	1,909.00	120
MRTZCA11	1	3	531.00	19,516.00	51,241.00	111.00	1,510.00	120
MSBHCA11	1	2	666.00	21,219.00	41,946.00	24.00	1,616.00	120
MSVJCAAT	1	1	662.00	21,219.00	39,817.00	39.00	1,616.00	120
MTRYCA01	1	4	670.00	19,169.00	132,951.00	22.00	1,427.00	180
MTVWCA11	1	9	627.00	16,064.00	44,161.00	97.00	1,989.00	120
	2	10	632.00	21,219.00	24,990.00	117.00	2,087.00	120
	3	9	630.00	19,169.00	56,345.00	100.00	2,558.00	120
	4		618.00	21,219.00	9,093.00	100.00	2,558.00	120
NAPACA01	1	2	705.00	21,219.00	70,803.00	79.00	1,521.00	120
	2	7	640.00	21,219.00	36,003.00	79.00	1,616.00	120
NHLDCA11	1	5	641.00	21,219.00	28,256.00	77.00	1,993.00	120
	2	5	592.00	17,767.00	8,190.00	77.00	1,804.00	120
NHLLCA01	1	10	613.00	17,767.00	28,161.00	64.00	1,521.00	120
NHWDCA01	1	4	682.00	18,405.00	69,057.00	52.00	1,909.00	120
	2	3	628.00	21,219.00	19,755.00	58.00	1,898.00	120
	3	2	N/A	N/A	N/A	N/A	N/A	N/A
NHWDCA02	1	8	1,032.00	17,466.00	74,997.00	108.00	2,148.00	120
	2	4	668.00	21,219.00	41,162.00	246.00	2,464.00	120
	3	5	620.00	17,767.00	37,610.00	232.00	1,993.00	120
NORGCA11	1	10	633.00	19,599.00	51,672.00	77.00	2,181.00	120
	2	9	628.00	21,219.00	28,537.00	252.00	1,993.00	120
NSCRCA11	1	8	598.00	16,064.00	43,200.00	51.00	1,749.00	135
	2	10	617.00	21,219.00	14,576.00	54.00	1,616.00	135

NSCRCA12	1	6	661.00	21,219.00	45,455.00	14.00	1,710.00	120
NTCYCA11	1	2	692.00	17,466.00	80,999.00	122.00	1,909.00	120
OCSDCA11	1	9	631.00	16,064.00	40,591.00	124.00	1,989.00	120
	2		606.00	17,767.00	23,256.00	129.00	2,181.00	120
OKLDCA03	1	9	592.00	16,064.00	29,625.00	210.00	4,301.00	120
	2	5	651.00	19,169.00	44,173.00	213.00	5,292.00	120
	3	5	664.00	20,634.00	44,845.00	241.00	6,234.00	120
OKLDCA04	1	4	668.00	17,466.00	71,192.00	49.00	1,431.00	120
OKLDCA11	1	4	662.00	19,516.00	62,027.00	149.00	1,351.00	120
	2	3	654.00	21,219.00	32,054.00	85.00	1,144.00	120
	3	10	631.00	19,169.00	82,097.00	56.00	1,239.00	120
OKLDCA12	1	7	619.00	19,516.00	44,663.00	43.00	1,191.00	120
	2	10	635.00	19,169.00	87,399.00	44.00	1,239.00	120
OKLDCA13	1	3	670.00	17,767.00	62,655.00	61.00	1,710.00	120
	2	3	659.00	21,219.00	25,897.00	64.00	1,616.00	120
ORNDCA11		2	N/A	N/A	N/A	N/A	N/A	N/A
ORNGCA11	1	4	603.00	17,466.00	37,853.00	55.00	1,989.00	120
	2	13	N/A	N/A	N/A	N/A	N/A	N/A
ORNGCA13	1	2	685.00	21,219.00	34,337.00	74.00	1,521.00	120
	2	2	705.00	19,169.00	71,949.00	74.00	1,616.00	150
ORNGCA14	1	4	666.00	19,516.00	34,429.00	41.00	1,510.00	120
	2	6	661.00	21,219.00	37,072.00	40.00	1,144.00	120
	3	3	N/A	N/A	N/A	N/A	N/A	N/A
ORVACA11	1	3	655.00	21,219.00	25,792.00	49.00	1,521.00	120
	2	4	650.00	19,169.00	106,518.00	49.00	1,616.00	135
OTMSCA11			N/A	N/A	N/A	N/A	N/A	N/A
PCBHCA01	1	6	664.00	19,516.00	45,574.00	60.00	1,749.00	120
	2	4	692.00	19,169.00	23,234.00	171.00	1,898.00	120
	3		640.00	21,219.00	56,210.00	184.00	2,275.00	120
PCFCCA11	1	4	663.00	21,219.00	55,595.00	54.00	1,710.00	120
PLALCA02	1	11	611.00	16,064.00	29,864.00	96.00	1,431.00	120
	2	10	664.00	21,219.00	43,482.00	77.00	2,181.00	120
	3		624.00	19,169.00	66,041.00	77.00	2,087.00	120
PLALCA12	1	4	617.00	16,064.00	27,617.00	54.00	1,431.00	120
	2	4	636.00	21,219.00	27,775.00	77.00	2,087.00	120
	3	5	599.00	19,169.00	48,184.00	97.00	2,087.00	120
	4	2	707.00	19,169.00	63,454.00	61.00	1,804.00	120
PLCNCA11	1	2	840.00	20,776.00	46,467.00	98.00	1,616.00	120
	2	4	650.00	19,169.00	65,511.00	98.00	1,710.00	120
	3	3	648.00	21,219.00	24,492.00	98.00	1,616.00	120

PLDLCA01	1	8	649.00	21,219.00	54,549.00	64.00	1,710.00	120
	2		661.00	21,219.00	54,083.00	77.00	2,181.00	120
PLTNCA12	1	4	679.00	21,219.00	54,899.00	50.00	1,710.00	120
	2	1	652.00	21,219.00	20,582.00	50.00	1,710.00	120
PLTNCA13	1	2	627.00	19,516.00	33,564.00	86.00	1,590.00	120
	2	3	617.00	19,636.00	36,962.00	41.00	1,710.00	120
PLVLCA11	1	4	657.00	19,921.00	45,110.00	44.00	1,616.00	120
POWYCA11	1	2	713.00	21,219.00	43,172.00	54.00	1,710.00	120
PRMTCA01	1	7	615.00	17,767.00	39,984.00	115.00	1,993.00	120
	2	3	648.00	21,219.00	25,752.00	115.00	1,993.00	120
PSBGCA01	1	4	661.00	21,219.00	29,713.00	60.00	1,427.00	120
PSDNCA11	1	4	642.00	19,516.00	32,170.00	66.00	1,510.00	120
	2	6	668.00	19,169.00	61,500.00	88.00	1,804.00	120
	3	6	637.00	19,783.00	36,546.00	113.00	1,804.00	120
PSDNCA12	1	3	612.00	15,771.00	46,916.00	51.00	1,590.00	120
	2	5	638.00	21,219.00	25,605.00	177.00	1,993.00	120
	3	10	643.00	21,219.00	47,602.00	163.00	1,710.00	120
PTLMCA01	1	2	655.00	21,219.00	34,726.00	15.00	1,144.00	120
	2	5	643.00	21,219.00	33,477.00	15.00	1,239.00	120
RAMNCA11	1	2	681.00	19,796.00	47,500.00	14.00	1,616.00	120
	2	1	700.00	19,169.00	57,581.00	14.00	1,710.00	120
RBRNCA11	1	1	655.00	19,516.00	41,471.00	49.00	1,510.00	120
	2	7	653.00	20,850.00	45,474.00	75.00	2,087.00	150
	3	3	638.00	19,169.00	72,396.00	82.00	1,521.00	120
RCKLCA11	1		N/A	N/A	N/A	N/A	N/A	N/A
RCMDCA11	1	3	667.00	14,376.00	86,490.00	59.00	1,749.00	120
	2	5	655.00	21,219.00	31,610.00	62.00	1,616.00	120
	3	1	647.00	21,219.00	9,093.00	62.00	1,616.00	120
	4	6	644.00	19,410.00	48,044.00	75.00	2,087.00	120
RDCYCA01	1	8	682.00	19,516.00	76,868.00	154.00	2,148.00	120
	2	5	651.00	21,219.00	34,642.00	102.00	1,993.00	120
	3	5	N/A	N/A	N/A	N/A	N/A	N/A
RDNGCA02	1	4	636.00	19,966.00	45,185.00	41.00	1,710.00	120
	2	5	N/A	N/A	N/A	N/A	N/A	N/A
RESDCA01	1	8	699.00	21,219.00	61,385.00	86.00	1,616.00	120
	2	10	632.00	19,169.00	117,433.00	148.00	1,710.00	120
RILNCA12	1	3	662.00	19,379.00	41,699.00	39.00	1,710.00	120
RILTCA11	1	4	628.00	19,516.00	39,163.00	61.00	1,510.00	120
RNPSCA11	1	1	641.00	19,516.00	35,929.00	61.00	1,510.00	120
	2	2	646.00	21,219.00	25,885.00	44.00	1,710.00	150

RNSDCA11	1		938.00	16,079.00	72,185.00	36.00	1,804.00	120
	2	3	684.00	19,169.00	108,804.00	36.00	1,804.00	180
ROSMCA11	1	4	601.00	16,064.00	39,547.00	47.00	1,989.00	120
	2	7	632.00	21,219.00	28,381.00	53.00	1,993.00	120
RSFECA12	1	3	679.00	21,219.00	39,467.00	29.00	1,804.00	120
RSMGCA11			N/A	N/A	N/A	N/A	N/A	N/A
RTPKCA11	1	4	642.00	21,219.00	25,965.00	59.00	1,616.00	120
RVSDCA01	1	8	533.00	19,516.00	37,298.00	88.00	1,590.00	120
	2	4	630.00	19,169.00	46,000.00	133.00	1,521.00	120
	3	2	673.00	21,219.00	26,678.00	79.00	1,616.00	120
RVSDCA11			N/A	N/A	N/A	N/A	N/A	N/A
SAGSCA11			N/A	N/A	N/A	N/A	N/A	N/A
SANTCA01	1	4	727.00	17,466.00	106,400.00	86.00	1,590.00	120
SATCCA12	1	5	652.00	19,169.00	67,504.00	88.00	1,710.00	120
SCRMCA01	1	8	574.00	14,004.00	28,602.00	31.00	1,510.00	135
	2	14	612.00	19,169.00	51,083.00	65.00	2,464.00	135
SCRMCA02	1	8	638.00	19,516.00	40,618.00	47.00	1,749.00	120
	2	7	623.00	21,219.00	19,117.00	115.00	2,087.00	120
	3		623.00	21,219.00	19,117.00	115.00	2,087.00	120
SCRMCA03	1	6	607.00	16,064.00	36,083.00	61.00	1,510.00	120
	2	4	N/A	N/A	N/A	N/A	N/A	N/A
SCRMCA11	1	8	617.00	16,064.00	37,762.00	86.00	1,510.00	120
	2	8	640.00	19,169.00	75,201.00	61.00	1,710.00	120
SCRMCA12	1	7	534.00	19,516.00	61,755.00	50.00	1,191.00	120
	2	6	644.00	21,219.00	31,680.00	64.00	1,710.00	120
	3	3	601.00	17,767.00	13,169.00	64.00	1,710.00	120
SCRMCA13	1	4	442.00	19,516.00	65,406.00	32.00	1,271.00	120
	2	2	N/A	N/A	N/A	N/A	N/A	N/A
SCVYCA01	1	2	646.00	21,219.00	32,900.00	64.00	1,616.00	120
	2	3	673.00	19,169.00	53,111.00	39.00	1,993.00	120
SELMCA11	1	2	600.00	14,376.00	45,407.00	25.00	1,431.00	120
SGATCA01	1	4	660.00	17,767.00	52,484.00	127.00	1,993.00	120
	2	10	626.00	21,219.00	34,884.00	177.00	1,898.00	120
SGSPCA11	1	3	631.00	19,169.00	46,861.00	29.00	1,616.00	120
SHOKCA01-04	1	7	609.00	16,064.00	27,651.00	61.00	1,431.00	120
	2	10	642.00	20,167.00	58,538.00	61.00	1,616.00	120
	3		657.00	21,219.00	41,458.00	61.00	1,521.00	120
SIMICA11	1	4	696.00	21,219.00	53,673.00	155.00	1,710.00	120
SJCPCA12	1		661.00	19,169.00	45,947.00	82.00	1,993.00	120
SKTNCA01	1	4	630.00	19,516.00	43,495.00	97.00	2,068.00	120

	2	4	643.00	21,219.00	22,377.00	65.00	2,464.00	120
SKTNCA11	1	4	692.00	14,468.00	62,403.00	72.00	1,829.00	120
	2	4	N/A	N/A	N/A	N/A	N/A	N/A
SLMNCA11	1	4	675.00	20,340.00	56,371.00	79.00	1,710.00	120
SLNSCA01	1	4	615.00	19,516.00	29,993.00	20.00	1,112.00	120
SLNSCA11	1	2	N/A	N/A	N/A	N/A	N/A	N/A
SNANCA01	1	8	667.00	19,516.00	44,118.00	89.00	2,308.00	120
	2	3	622.00	21,219.00	20,379.00	77.00	2,181.00	120
	3	10	641.00	19,169.00	102,054.00	50.00	1,993.00	150
SNANCA11	1	4	633.00	19,516.00	33,671.00	36.00	1,510.00	120
	2	5	638.00	21,219.00	33,616.00	64.00	1,710.00	120
	3	10	637.00	19,169.00	101,711.00	247.00	2,558.00	120
SNANCA12	1	2	652.00	20,126.00	53,759.00	50.00	1,427.00	120
	2	6	656.00	19,169.00	85,733.00	68.00	2,275.00	120
SNBUCA02	1	14	646.00	19,516.00	49,656.00	53.00	1,749.00	120
	2	10	627.00	21,219.00	26,015.00	76.00	1,804.00	120
SNCLCA12	1	4	755.00	19,169.00	118,697.00	74.00	1,993.00	150
SNCRCA11	1	4	609.00	16,064.00	40,557.00	47.00	1,989.00	120
	2	7	672.00	19,169.00	64,753.00	91.00	2,464.00	120
	3	10	636.00	21,219.00	47,443.00	64.00	2,087.00	120
SNCZCA01	1	2	662.00	21,219.00	41,822.00	68.00	2,087.00	120
	2	2	N/A	N/A	N/A	N/A	N/A	N/A
SNCZCA11	1	3	696.00	19,271.00	50,004.00	138.00	1,710.00	120
	2	4	675.00	20,506.00	43,042.00	153.00	1,804.00	120
SNDGCA01	1	9	649.00	19,516.00	31,878.00	83.00	1,510.00	120
	2	10	N/A	N/A	N/A	N/A	N/A	N/A
SNDGCA02	1	12	614.00	16,064.00	35,098.00	111.00	1,590.00	120
	2	2	N/A	N/A	N/A	N/A	N/A	N/A
	3	3	N/A	N/A	N/A	N/A	N/A	N/A
	4	12	N/A	N/A	N/A	N/A	N/A	N/A
SNDGCA03	1	10	633.00	19,516.00	36,367.00	54.00	2,148.00	120
	2	4	672.00	19,169.00	53,800.00	86.00	2,747.00	120
	3	6	N/A	N/A	N/A	N/A	N/A	N/A
	4	1	N/A	N/A	N/A	N/A	N/A	N/A
SNDGCA05	1	3	710.00	19,169.00	76,912.00	81.00	1,898.00	120
SNDGCA06	1	5	726.00	19,169.00	84,406.00	70.00	2,087.00	120
	2	2	613.00	17,002.00	39,441.00	70.00	2,181.00	150
	3	6	644.00	19,169.00	53,199.00	70.00	2,558.00	150
SNDGCA11	1	4	693.00	21,112.00	60,342.00	97.00	1,993.00	120
	2	5	637.00	19,245.00	42,106.00	52.00	1,804.00	150

SNDGCA12	1	3	693.00	19,169.00	69,460.00	69.00	1,710.00	120
	2	1	N/A	N/A	N/A	N/A	N/A	N/A
SNDGCA14	1	5	692.00	19,516.00	56,693.00	144.00	1,510.00	150
	2	10	635.00	19,169.00	195,206.00	93.00	1,993.00	180
SNDGCA15	1	8	627.00	16,064.00	36,055.00	66.00	1,590.00	120
	2	2	632.00	17,767.00	20,228.00	69.00	1,616.00	120
	3	2	740.00	19,169.00	50,546.00	171.00	2,558.00	120
	4	5	713.00	19,169.00	59,934.00	70.00	1,144.00	120
	5		631.00	19,169.00	85,776.00	70.00	1,239.00	120
SNDGCA16	1	2	620.00	16,064.00	35,281.00	97.00	1,829.00	120
	2	9	593.00	17,767.00	12,859.00	40.00	2,087.00	120
	3	6	655.00	20,473.00	47,897.00	55.00	2,181.00	120
SNFCCA01	1	16	643.00	16,064.00	35,558.00	117.00	1,909.00	120
	2	10	632.00	21,219.00	37,511.00	80.00	1,993.00	120
	3	3	N/A	N/A	N/A	N/A	N/A	N/A
SNFCCA04	1	11	645.00	19,516.00	35,459.00	116.00	2,148.00	120
	2	6	638.00	21,219.00	41,919.00	58.00	1,993.00	120
	3	10	N/A	N/A	N/A	N/A	N/A	N/A
SNFCCA05	1	4	622.00	16,064.00	36,083.00	119.00	3,583.00	120
	2	10	639.00	21,219.00	39,207.00	142.00	3,972.00	120
	3	3	646.00	21,219.00	20,874.00	142.00	3,689.00	120
SNFCCA06	1	5	369.00	16,064.00	36,083.00	62.00	1,112.00	120
	2	10	638.00	21,219.00	48,677.00	115.00	1,993.00	120
SNFCCA12	1	3	672.00	19,087.00	49,939.00	34.00	1,271.00	120
	2	4	664.00	19,296.00	43,361.00	83.00	2,275.00	120
	3	10	639.00	21,219.00	48,040.00	61.00	1,710.00	120
SNFCCA13	1	5	665.00	17,767.00	61,931.00	82.00	1,710.00	120
	2	10	644.00	21,219.00	56,893.00	32.00	1,239.00	120
SNFCCA14	1	5	654.00	19,169.00	41,937.00	77.00	2,275.00	120
	2	5	634.00	21,219.00	29,445.00	73.00	1,993.00	120
SNFCCA17	1	10	633.00	20,358.00	47,867.00	63.00	2,087.00	120
SNFCCA21	1	15	617.00	19,516.00	31,566.00	105.00	1,510.00	120
	2	10	639.00	21,219.00	36,910.00	74.00	1,616.00	120
SNGBCA01	1	10	624.00	21,219.00	26,980.00	101.00	1,710.00	120
SNJSCA02	1	12	626.00	16,064.00	33,979.00	113.00	2,228.00	120
	2	8	637.00	21,219.00	34,067.00	89.00	1,804.00	120
	3	2	643.00	21,219.00	14,149.00	84.00	1,804.00	120
	4	7	N/A	N/A	N/A	N/A	N/A	N/A
SNJSCA11	1	3	622.00	16,064.00	36,083.00	136.00	1,510.00	120
	2	7	629.00	20,503.00	40,059.00	34.00	1,616.00	120

SNJSCA12	1	6	654.00	19,516.00	50,199.00	86.00	1,590.00	120
	2	4	651.00	21,219.00	28,606.00	64.00	1,710.00	120
	3	3	630.00	19,169.00	45,571.00	88.00	1,616.00	120
	4	8	653.00	19,169.00	67,035.00	158.00	3,407.00	120
SNJSCA13	1	2	707.00	19,169.00	79,795.00	110.00	1,993.00	120
	2	4	626.00	21,219.00	12,204.00	57.00	1,710.00	120
	3	6	628.00	21,219.00	32,184.00	57.00	1,710.00	120
SNJSCA14	1	4	723.00	19,169.00	86,032.00	143.00	1,993.00	120
	2	6	638.00	21,219.00	23,658.00	188.00	1,710.00	120
	3	5	632.00	21,219.00	20,868.00	188.00	1,710.00	120
SNJSCA15	1	2	698.00	21,219.00	68,552.00	108.00	1,804.00	120
	2	8	640.00	19,169.00	52,103.00	81.00	1,710.00	120
SNJSCA18	1	4	677.00	21,219.00	58,113.00	91.00	1,333.00	120
	2	4	643.00	21,219.00	31,297.00	37.00	1,898.00	120
SNJSCA21	1	6	690.00	19,516.00	24,950.00	41.00	1,510.00	120
	2	3	649.00	21,219.00	26,153.00	71.00	1,616.00	120
	3	1	682.00	21,214.00	31,430.00	46.00	1,616.00	120
	4		783.00	19,169.00	51,695.00	46.00	1,616.00	120
SNLNCA11	1	10	622.00	16,064.00	36,083.00	66.00	1,909.00	120
	2	5	634.00	21,219.00	19,369.00	65.00	2,087.00	120
SNLOCA01	1	4	622.00	16,064.00	36,083.00	57.00	1,989.00	120
SNMCCA11	1	7	646.00	21,219.00	45,190.00	87.00	2,181.00	150
SNMTCA11	1	7	611.00	19,516.00	29,573.00	40.00	1,112.00	120
	2	4	661.00	21,219.00	37,037.00	66.00	1,710.00	120
	3	9	630.00	19,169.00	57,009.00	90.00	3,087.00	120
SNPDCA01	1		637.00	17,767.00	43,924.00	141.00	2,370.00	120
	2	4	614.00	19,169.00	43,510.00	191.00	2,464.00	120
SNRFCA01	1	4	660.00	21,219.00	40,057.00	12.00	1,239.00	120
	2	5	641.00	20,136.00	40,939.00	12.00	1,239.00	120
	3	1	N/A	N/A	N/A	N/A	N/A	N/A
SNRFCA11	1	5	678.00	21,219.00	57,766.00	75.00	1,993.00	120
	2	5	642.00	21,219.00	29,718.00	53.00	1,993.00	120
SNRMCA11	1	8	631.00	21,219.00	32,256.00	61.00	1,616.00	120
SNRSCA01	1	2	623.00	19,516.00	33,936.00	89.00	2,228.00	120
	2	7	653.00	19,169.00	54,191.00	89.00	2,558.00	120
SNRSCA11	1	4	659.00	21,219.00	32,580.00	39.00	1,616.00	120
	2		N/A	N/A	N/A	N/A	N/A	N/A
SNTCCA01	1	7	619.00	19,516.00	30,610.00	75.00	1,191.00	120
	2	4	700.00	21,219.00	32,128.00	60.00	1,333.00	120
	3	10	642.00	19,169.00	146,231.00	64.00	2,747.00	120

	4	1	N/A	N/A	N/A	N/A	N/A	N/A
SNTCCA11	1	9	622.00	16,064.00	36,083.00	147.00	1,829.00	120
	2	8	636.00	19,557.00	63,551.00	68.00	2,087.00	120
SNVACA01	1	5	607.00	16,064.00	37,594.00	148.00	1,590.00	120
	2	8	645.00	N/A	44,337.00	59.00	1,710.00	120
	3	4	649.00	21,219.00	32,149.00	198.00	1,804.00	120
	4	5	646.00	19,169.00	57,821.00	105.00	2,087.00	120
	5	3	N/A	N/A	N/A	N/A	N/A	N/A
SNVACA11	1	8	645.00	19,516.00	41,870.00	136.00	1,749.00	120
	2	8	622.00	21,219.00	32,315.00	146.00	1,616.00	120
SNYSCA12	1	2	659.00	19,169.00	106,242.00	43.00	1,616.00	120
SONMCA12	1	3	702.00	20,624.00	50,790.00	55.00	1,804.00	120
SPSDCA11	1	4	622.00	16,064.00	36,083.00	52.00	1,112.00	120
SSLTCA11	1	4	661.00	21,219.00	42,335.00	44.00	1,710.00	120
TBRNCA11	1	1	730.00	21,219.00	29,835.00	32.00	1,144.00	120
TRACCA11	1	3	639.00	19,516.00	51,400.00	39.00	1,590.00	120
TRLCCA11	1	2	681.00	21,171.00	50,451.00	46.00	1,616.00	120
TRNCCA11	1	9	686.00	20,733.00	58,377.00	102.00	2,087.00	120
	2	2	604.00	17,767.00	13,614.00	102.00	1,993.00	120
	3	8	604.00	17,767.00	13,614.00	102.00	1,993.00	120
	4		624.00	19,169.00	49,197.00	102.00	2,087.00	120
TULRCA11	1	2	689.00	19,169.00	61,270.00	54.00	1,710.00	120
TUSTCA11	1	3	622.00	16,064.00	36,083.00	N/A	1,909.00	120
	2	7	668.00	21,219.00	36,012.00	74.00	1,521.00	120
	3	5	640.00	19,169.00	98,443.00	87.00	2,275.00	120
	4		N/A	N/A	N/A	N/A	N/A	N/A
TUSTCA70	1	1	687.00	19,169.00	47,346.00	88.00	1,710.00	120
UNCYCA11	1	4	659.00	19,169.00	72,218.00	56.00	1,616.00	120
	2	2	678.00	21,219.00	23,844.00	56.00	1,616.00	120
VCVLCA11	1	1	638.00	17,767.00	40,152.00	93.00	1,616.00	120
VCVLCA12	1	1	676.00	21,219.00	43,939.00	93.00	1,616.00	120
VISLCA11	1	4	602.00	14,376.00	43,584.00	37.00	1,351.00	120
	2	1	N/A	N/A	N/A	N/A	N/A	N/A
VISTCA12	1	3	628.00	19,516.00	37,881.00	61.00	1,670.00	120
	2	5	657.00	19,169.00	48,165.00	56.00	1,898.00	120
VLLJCA01	1	3	622.00	16,064.00	36,083.00	30.00	1,271.00	120
	2	5	624.00	21,219.00	13,838.00	45.00	1,710.00	120
VNNYCA02	1	10	611.00	16,064.00	29,142.00	68.00	1,510.00	120
	2	4	622.00	17,767.00	31,137.00	151.00	1,898.00	120
VNTRCA02	1	4	606.00	14,376.00	51,039.00	64.00	2,308.00	120

VNTRCA11	1	2	645.00	19,188.00	43,443.00	66.00	1,749.00	120
	2	2	N/A	N/A	N/A	N/A	N/A	N/A
WDLCA11	1	2	640.00	20,003.00	41,769.00	38.00	2,087.00	120
WLANCA01	1	7	674.00	16,064.00	34,178.00	142.00	1,829.00	120
	2	6	641.00	21,219.00	38,135.00	323.00	2,087.00	120
	3	6	627.00	19,169.00	46,672.00	102.00	2,087.00	120
WLMGCA01	1	4	701.00	19,169.00	69,748.00	77.00	2,181.00	120
	2	9	622.00	19,169.00	47,110.00	177.00	2,181.00	120
WNCKCA11	1	3	621.00	16,064.00	30,204.00	51.00	1,510.00	120
	2	3	721.00	20,110.00	44,434.00	77.00	2,181.00	120
	3	2	709.00	19,169.00	64,248.00	76.00	2,464.00	120
	4	2	N/A	N/A	N/A	N/A	N/A	N/A
WNDSCA11			N/A	N/A	N/A	N/A	N/A	N/A
WSCRCA11	1	4	622.00	16,064.00	36,083.00	30.00	1,271.00	120
WTVLCA01	1	4	684.00	19,985.00	55,381.00	49.00	1,710.00	120
YBCYCA01	1	4	669.00	19,169.00	52,147.00	54.00	1,804.00	135
YRLNCA11	1	3	713.00	21,219.00	43,228.00	70.00	1,898.00	120
	2	3	657.00	21,219.00	22,527.00	70.00	1,993.00	135
YRLNCA12			N/A	N/A	N/A	N/A	N/A	N/A

Summary of Collocation Cost Model - Physical Collocation
Version 3.0 California Modified

03/03/00

PTCA

Cage Construction	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	\$3,584.48	Per Request	Manpower Required Per CLEC Request	\$0.00	Per Request	Manpower Required Per CLEC Request
Planning		Per 100 Sq. Ft Cage	Manpower for Planning Initial Collocation Building Modifications	\$17.30	Per 100 Sq. Ft Cage	Manpower for Planning Initial Collocation Building Modifications
Planning	\$1,240.78	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	\$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
Physical Grounding		Per 100 Sq. Ft Cage	Total Cost of Equipment Grounding	\$5.01	Per 100 Sq. Ft Cage	Total Cost of Equipment Grounding
Physical Cage Prep		Per 100 Sq. Ft Cage	Elements involved in the physical construction of the Cage, costed for the 100 Sq. Ft Cage and one fourth of the 150 Sq. Ft Common Area	\$62.72	Per 100 Sq. Ft Cage	Elements involved in the physical construction of the Cage, costed for the 100 Sq. Ft Cage and one fourth of the 150 Sq. Ft Common Area
HVAC		Per 10 Amps	HVAC cost per 10 amp request	\$5.55	Per 10 Amps	HVAC cost per 10 amp request
Physical Land & Building				\$1,211.67	Per 100 Sq. Ft Cage	\$8.81 Per Sq. Ft per month Land & Building Cost times 137.5 Sq. Ft allocation resulting from 100 Sq. Ft Cage and one fourth of 150 Sq. Ft Common Area.
Physical Cable Racking		Per 100 Sq. Ft Cage	Total Cost includes 20" Rack at 5' and 20' lengths from Connectivity, 12" Rack at 5' and 20' lengths from Entrance Fiber, and 15"x5' Rack from Power Delivery.	\$25.59	Per 100 Sq. Ft Cage	Total Cost includes 20" Rack at 5' and 20' lengths from Connectivity, 12" Rack at 5' and 20' lengths from Entrance Fiber, and 15"x5' Rack from Power Delivery.
Entrance Fiber	\$1,107.76	Per Cable	Cable Installation, Splice, and Pull	\$0.00	Per Cable	Cable Installation, Splice, and Pull
Rack, Hole		Per Cable	Cable Hole, Rack, and Occupancy Charges	\$2.57	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery	\$172.86	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns	\$0.00	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns
	\$225.47	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns	\$0.00	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns
	\$293.87	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns	\$0.00	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	\$5.70	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				\$4.70	Per Amp	Monthly AC Rate Per DC Amp
Voice Grade Circuits						
Connection to MDF	\$948.10	Per 100 Ckt	Cable and Horizontal Terminal strips	\$0.00	Per 100 Ckt	Cable and Horizontal Terminal strips
Rack, Hole, MDF		Per 100 Ckt	Hole, Rack, and MDF	\$6.02	Per 100 Ckt	Hole, Rack, and MDF
DS - 1 Circuits						
Connection to DCS	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Rack, Hole, DCS		Per 28 Ckt	Rack, Hole, and DCS	\$278.72	Per 28 Ckt	Rack, Hole, and DCS
Connection to DSX	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Rack, Hole, DSX		Per 28 Ckt	Rack, Hole, and DSX	\$13.71	Per 28 Ckt	Rack, Hole, and DSX

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model - Physical Collocation
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DS - 3 Circuits						
Connection to DCS	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
Rack, Hole, DCS		Per 1 Ckt	Rack, Hole, and DCS	\$69.86	Per 1 Ckt	Rack, Hole, and DCS
Connection to DSX	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
Rack, Hole, DSX		Per 1 Ckt	Rack, Hole, and DSX	\$12.02	Per 1 Ckt	Rack, Hole, and DSX
Optical Circuits						
Connection to FDF	\$2,656.01	Per Cable	12 Fiber breakout cable	\$0.00	Per Cable	12 Fiber breakout cable
Rack, Hole, FDF		Per Cable	Rack, Hole, and FDF	\$7.78	Per Cable	Rack, Hole, and FDF
Physical to Physical Connection						
Cable Racking and Hole for Optical		Per Cable	Rack, Hole	\$0.79	Per Cable	Rack, Hole
Cable Racking and Hole for DS1 or DS3		Per Cable	Rack, Hole	\$0.71	Per Cable	Rack, Hole
Connection for DS1	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Connection for DS3	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
Connection for Optical	\$2,306.54	Per Cable	12 Fiber breakout cable	\$0.00	Per Cable	12 Fiber breakout cable
Security Access						
Security Access Cards	\$93.95	Per Request	Request assumes 5 Security Access Cards at \$15 per card.	\$0.00	Per Request	Request assumes 5 Security Access Cards at \$15 per card.
Entrance Fiber Structure Tariff						
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	\$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Shared/Common Collocation
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Cage Construction	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	\$3,033.02	Per Request	Manpower Required Per CLEC Request	\$0.00	Per Request	Manpower Required Per CLEC Request
Planning		Per Linear Foot of Rack Space	Manpower Required Common Cage	\$0.80	Per Linear Foot of Rack Space	Manpower Required Common Cage
Planning	\$1,240.78	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	\$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
Grounding		Per Linear Foot of Relay Rack Space	Total Cost of Equipment Grounding	\$0.23	Per Linear Foot of Relay Rack Space	Total Cost of Equipment Grounding
Cage Preparation		Per Linear Foot of Relay Rack Space		\$2.35	Per Linear Foot of Relay Rack Space	
HVAC		Per 10 Amps	HVAC cost per 10 amp request	\$5.55	Per 10 Amps	HVAC cost per 10 amp request
Land & Building				\$56.28	Per Linear Foot of Relay Rack Space	\$8.81 Per Sq. Ft per month Land & Building Cost multiplied by Square Foot Common Cage divided by Linear Feet of Relay Rack Space.
Cable Racking		Per Linear Foot of Relay Rack Space	Cost includes Entrance Fiber/Optical Racking, Power Delivery Racking, and Connectivity Racking in Common Cage (i.e. 3 racks per linear foot of relay rack space in Common Cage)	\$4.05	Per Linear Foot of Relay Rack Space	Cost includes Entrance Fiber/Optical Racking, Power Delivery Racking, and Connectivity Racking in Common Cage (i.e. 3 racks per linear foot of relay rack space in Common Cage)
Entrance Fiber	\$1,107.76	Per Cable	Cable Installation, Splice, and Pull	\$0.00	Per Cable	Cable Installation, Splice, and Pull
		Per Cable	Cable Hole, Rack, and Occupancy Charges	\$2.57	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery	\$172.86	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns	\$0.00	Per 40 Amp	Includes 20 Amp A and B Feed, plus 2 Battery Returns
	\$225.47	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns	\$0.00	Per 100 Amp	Includes 50 Amp A and B Feed, plus 2 Battery Returns
	\$293.87	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns	\$0.00	Per 200 Amp	Includes 100 Amp A and B Feed, plus 2 Battery Returns
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	\$5.70	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				\$4.70	Per Amp	Monthly AC Rate Per DC Amp
Voice Grade Circuits						
Connection to MDF	\$948.10	Per 100 Ckt	Cable and Horizontal Terminal strips	\$0.00	Per 100 Ckt	Cable and Horizontal Terminal strips
Rack, Hole, MDF		Per 100 Ckt	Hole, Rack, and MDF	\$6.02	Per 100 Ckt	Hole, Rack, and MDF
DS - 1 Circuits						
Connection to DCS	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Rack, Hole, DCS		Per 28 Ckt	Rack, Hole, and DCS	\$278.72	Per 28 Ckt	Rack, Hole, and DCS
Connection to DSX	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Rack, Hole, DSX		Per 28 Ckt	Rack, Hole, and DSX	\$13.71	Per 28 Ckt	Rack, Hole, and DSX
DS - 3 Circuits						
Connection to DCS	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

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Rack, Hole, DCS		Per 1 Ckt	Rack, Hole, and DCS	\$69.79	Per 1 Ckt	Rack, Hole, and DCS
Connection to DSX	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
Rack, Hole, DSX		Per 1 Ckt	Rack, Hole, and DSX	\$12.02	Per 1 Ckt	Rack, Hole, and DSX
Optical Circuits						
Connection to FDF	\$2,656.01	Per Cable	12 Fiber breakout cable	\$0.00	Per Cable	12 Fiber breakout cable
Rack, Hole, FDF		Per Cable	Rack, Hole, and FDF	\$7.78	Per Cable	Rack, Hole, and FDF
Security Access						
Security Access Cards	\$93.95	Per Request	Request assumes 5 Security Access Cards at \$15 per card.		Per Request	Request assumes 5 Security Access Cards at \$15 per card.
Entrance Fiber Structure Tariff						
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	\$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Adjacent On Site
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Element	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	\$6,203.91	Per Request	Manpower Required Per CLEC Request	\$0.00	Per Request	Manpower Required Per CLEC Request
Planning	\$1,240.78	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	\$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
Land & Building				\$0.39	Per Square Foot	Exterior Premise Space Occupancy (Parking Lot)
Entrance Fiber	\$1,204.09	Per Cable	Cable Installation, Splice, and Pull	\$0.00	Per Cable	Cable Installation, Splice, and Pull
		Per Cable	Cable Hole, Rack, and Occupancy Charges	\$2.55	Per Cable	Cable Hole, Rack, and Occupancy Charges
Racking				\$1.78	Per Rack	Shared Ladder Rack in Telecommunications Area
Racking	\$299.71	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site	\$0.00	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site
Racking		Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall. Optical circuits share racking with entrance fiber.	\$22.45	Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall. Optical circuits share racking with entrance fiber.
Cable Entrance	\$858.22	Per Wall Opening	24" X 23" Weatherproof/Firestopped Enclosure and Wall Opening	\$0.00	Per Wall Opening	24" X 23" Weatherproof/Firestopped Enclosure and Wall Opening
Power Consumption						
DC Plant		Per Amp	Batteries, Rectifiers, Generator, Shared Racking, etc.	\$4.89	Per Amp	Batteries, Rectifiers, Generator, Shared Racking, etc.
AC Usage				\$4.70	Per Amp	Monthly AC Rate Per DC Amp
Power Delivery						
200 Amp Power Cables	\$6,135.04	Per 200 Amp service	Includes A&B feeds and Battery Returns		Per 200 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 200 Amp service	Shared Ladder Rack and Cable Holes	\$14.99	Per 200 Amp service	Shared Ladder Rack and Cable Holes
400 Amp Power Cables	\$11,913.08	Per 400 Amp service	Includes A&B feeds and Battery Returns	\$0.00	Per 400 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 400 Amp service	Shared Ladder Rack and Cable Holes	\$29.97	Per 400 Amp service	Shared Ladder Rack and Cable Holes
600 Amp Power Cables	\$15,740.22	Per 600 Amp service	Includes A&B feeds and Battery Returns	\$0.00	Per 600 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 600 Amp service	Shared Ladder Rack and Cable Holes	\$31.63	Per 600 Amp service	Shared Ladder Rack and Cable Holes
800 Amp Power Cables	\$23,431.83	Per 800 Amp service	Includes A&B feeds and Battery Returns	\$0.00	Per 800 Amp service	Includes A&B feeds and Battery Returns
Racking		Per 800 Amp service	Shared Ladder Rack and Cable Holes	\$47.44	Per 800 Amp service	Shared Ladder Rack and Cable Holes
Racking	\$301.51	Per Rack	Rack between Central Office Outside Wall and	\$0.00	Per Rack	Rack between Central Office Outside Wall and

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Summary of Collocation Cost Model – Adjacent On Site
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			Adjacent On Site			Adjacent On Site
Racking		Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall	\$32.29	Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall
Cable Entrance	\$723.87	Per Wall Opening	16" X 12" Weatherproof/Firestopped Enclosure and Wall Opening	\$0.00	Per Wall Opening	16" X 12" Weatherproof/Firestopped Enclosure and Wall Opening
Voice Grade Circuits						
Connection to MDF	\$1,078.74	Per 100 Ckt	Cable and Horizontal Terminal strips	\$0.00	Per 100 Ckt	Cable and Horizontal Terminal strips
Rack, Hole, MDF		Per 100 Ckt	Rack, and MDF	\$5.90	Per 100 Ckt	Rack, and MDF
Racking		Per 100 Ckt	Shared Ladder Rack in Telecommunications Area	\$0.50	Per 100 Ckt	Shared Ladder Rack in Telecommunications Area
Racking	\$304.52	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site	\$0.00	Per Rack	Rack between Central Office Outside Wall and Adjacent On Site
Racking		Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall. DS-1 and DS-3 share racking with voice grade circuits.	\$32.58	Per Rack	Assumed difficult to place rack between telecommunications area and Central Office Outside Wall. DS-1 and DS-3 share racking with voice grade circuits.
DS - 1 Circuits						
Connection to DCS	\$1,841.07	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Rack, Hole, DCS		Per 28 Ckt	Rack, Hole, and DCS	\$278.74	Per 28 Ckt	Rack, Hole, and DCS
Connection to DSX	\$1,841.07	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
Rack, Hole, DSX		Per 28 Ckt	Rack, Hole, and DSX	\$13.73	Per 28 Ckt	Rack, Hole, and DSX
Racking		Per 28 Ckt	Shared Ladder Rack in Telecommunications Area	\$0.58	Per 28 Ckt	Shared Ladder Rack in Telecommunications Area
DS - 3 Circuits						
Connection to DCS	\$470.46	Per 1 Ckt	Cable		Per 1 Ckt	Cable
Rack, Hole, DCS		Per 1 Ckt	Rack, Hole, and DCS	\$69.88	Per 1 Ckt	Rack, Hole, and DCS
Connection to DSX	\$470.46	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
Rack, Hole, DSX		Per 1 Ckt	Rack, Hole, and DSX	\$12.04	Per 1 Ckt	Rack, Hole, and DSX
Racking		Per 1 Ckt	Shared Ladder Rack in Telecommunications Area	\$0.58	Per 1 Ckt	Shared Ladder Rack in Telecommunications Area
Optical Circuits						
Connection to FDF	\$2,949.57	Per Cable	12 Fiber breakout cable	\$0.00	Per Cable	12 Fiber breakout cable
Rack, Hole, FDF		Per Cable	Rack, Hole, and FDF	\$7.80	Per Cable	Rack, Hole, and FDF
Racking		Per Cable	Shared Ladder Rack in Telecommunications Area	\$0.72	Per Cable	Shared Ladder Rack in Telecommunications Area
Entrance Fiber Structure Tariff						
Structure Charge		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	\$0.0156	Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Virtual Collocation
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Virtual Collocation	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	\$4,549.53	Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.	\$0.00	Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.
Planning	\$1,378.65	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only	\$0.00	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
HVAC		Per 10 Amps	HVAC cost per 10 amp request	\$5.55	Per 10 Amps	HVAC cost per 10 amp request
Land & Buildings				\$14.87	Per 1/4 of Rack Floor Area and Common Area	\$6.6 Per Sq. Ft. per month Land & Building Cost times Sq. Ft. allocation resulting from 9 Sq. Ft. multiplied by 0.25 = 2.25Sq. Ft.
Relay Rack		Per 1/4 of Rack	Relay rack charge for 1/4 rack space	\$2.50	Per 1/4 of Rack	Relay rack charge for 1/4 rack space
Entrance Fiber	\$1,107.76	Per Cable	Cable Installation, Splice, and Pull	\$0.00	Per Cable	Cable Installation, Splice, and Pull
Rack		Per Cable	Cable Hole, Rack, and Occupancy Charges	\$13.46	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery		Cable Rack A	15" Existing Cable Rack	\$0.08	Cable Rack A	15" Existing Cable Rack
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	\$6.08	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				\$4.70	Per Amp	Monthly AC Rate Per DC Amp
Voice Grade Circuits	\$948.10	Per 100 Ckt	Cable and Horizontal Terminal strips		Per 100 Ckt	Cable and Horizontal Terminal strips
		Per 100 Ckt	Hole, Rack, and MDF	\$6.09	Per 100 Ckt	Hole, Rack, and MDF
DS - 1 Circuits						
Connection to DCS	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
		Per 28 Ckt	Rack, Hole, and DCS	\$278.72	Per 28 Ckt	Rack, Hole, and DCS
Connection to DSX	\$1,439.70	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable
		Per 28 Ckt	Rack, Hole, and DSX	\$13.71	Per 28 Ckt	Rack, Hole, and DSX
DS - 3 Circuits						
Connection to DCS	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
		Per 1 Ckt	Rack, Hole, and DCS	\$69.86	Per 1 Ckt	Rack, Hole, and DCS
Connection to DSX	\$367.90	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
		Per 1 Ckt	Rack, Hole, and DSX	\$12.02	Per 1 Ckt	Rack, Hole, and DSX
Optical Circuits						
Connection to FDF	\$2,306.54	Per Cable	12 Fiber breakout cable	\$0.00	Per Cable	12 Fiber breakout cable
		Per Cable	Rack, Hole, and FDF	\$7.78	Per Cable	Rack, Hole, and FDF
Virtual to Virtual Connection						
Cable Racking for Optical		Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),	\$0.23	Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),
Cable Racking for DS1 or DS3		Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)	\$0.19	Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)
Connection for DS1	\$567.16	Per 28 Ckt	Cable	\$0.00	Per 28 Ckt	Cable

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Virtual Collocation
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Connection for DS3	\$144.93	Per 1 Ckt	Cable	\$0.00	Per 1 Ckt	Cable
Connection for Optical	\$908.64	Per Cable	Cable	\$0.00	Per Cable	Cable

Equipment Maintenance and Security Escort

CENTRAL OFFICE TYPE	Initial Charge (Hours)	Subsequent Charge (Hours)		
Staffed CO, and During Attended Hours	0.25	0.25	Per Request, Response Time 1 Hour	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.
Staffed CO, and During Unattended Hours	4.00	0.25	Per Request, Response Time 4 Hours	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.
Not staffed CO, and During Normal Business Day	0.25	0.25	Per Request, Response Time 2 Hours	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.
Not staffed CO, and During Non-Normal Business Day	4.00	0.25	Per Request, Response Time 4 Hours	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.

Entrance Fiber Structure Tariff

Structure Charge	Non-Recurring		Monthly Recurring		
		Per Ft Innerduct	State Specific, Subject to Negotiated/Tariffed Provisions	\$0.0156	Per Ft Innerduct State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

Summary of Collocation Cost Model – Cageless Collocation
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Cageless Collocation	Non-Recurring	Unit (If Not Total)	Remarks	Monthly Recurring	Unit (If Not Total)	Remarks
Planning	\$4,549.53	Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.		Per Request	Manpower Required Per Initial CLEC Request or Subsequent Request for Cabling Plus Equipment.
Planning	\$1,378.65	Per Request	Manpower Required Per Subsequent Request Involving Cabling Only		Per Request	Manpower Required Per Subsequent Request Involving Cabling Only
HVAC		Per 10 Amps	HVAC cost per 10 amp request	\$5.55	Per 10 Amps	HVAC cost per 10 amp request
Land & Buildings				\$14.87	Per 1/4 of Rack Floor Area and Common Area	\$6.6 Per Sq. Ft. per month Land & Building Cost times Sq. Ft. allocation resulting from 9 Sq. Ft. multiplied by 0.25 = 2.25Sq. Ft.
Relay Rack		Per 1/4 of Rack	Relay rack charge for 1/4 rack space	\$2.50	Per 1/4 of Rack	Relay rack charge for 1/4 rack space
Entrance Fiber	\$1,107.76	Per Cable	Cable Installation, Splice, and Pull		Per Cable	Cable Installation, Splice, and Pull
		Per Cable	Cable Hole, Rack, and Occupancy Charges	\$13.46	Per Cable	Cable Hole, Rack, and Occupancy Charges
Power Delivery		Cable Rack A	15" Existing Cable Rack	\$0.08	Cable Rack A	15" Existing Cable Rack
Power Consumption						
DC Plant		Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.	\$6.08	Per Amp	BDFB, Batteries, Rectifiers, Generator, etc.
AC Usage				\$4.70	Per Amp	Monthly AC Rate Per DC Amp
Voice Grade Circuits	\$948.10	Per 100 Ckt	Cable and Horizontal Terminal strips		Per 100 Ckt	Cable and Horizontal Terminal strips
		Per 100 Ckt	Hole, Rack, and MDF	\$6.09	Per 100 Ckt	Hole, Rack, and MDF
DS - 1 Circuits						
Connection to DCS	\$1,439.70	Per 28 Ckt	Cable		Per 28 Ckt	Cable
		Per 28 Ckt	Rack, Hole, and DCS	\$278.72	Per 28 Ckt	Rack, Hole, and DCS
Connection to DSX	\$1,439.70	Per 28 Ckt	Cable		Per 28 Ckt	Cable
		Per 28 Ckt	Rack, Hole, and DSX	\$13.71	Per 28 Ckt	Rack, Hole, and DSX
DS - 3 Circuits						
Connection to DCS	\$367.90	Per 1 Ckt	Cable		Per 1 Ckt	Cable
		Per 1 Ckt	Rack, Hole, and DCS	\$69.86	Per 1 Ckt	Rack, Hole, and DCS
Connection to DSX	\$367.90	Per 1 Ckt	Cable		Per 1 Ckt	Cable
		Per 1 Ckt	Rack, Hole, and DSX	\$12.02	Per 1 Ckt	Rack, Hole, and DSX
Optical Circuits						
Connection to FDF	\$2,306.54	Per Cable	12 Fiber breakout cable		Per Cable	12 Fiber breakout cable
		Per Cable	Rack, Hole, and FDF	\$7.78	Per Cable	Rack, Hole, and FDF
Virtual to Virtual Connection						
Cable Racking for Optical		Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),	\$0.23	Per Cable	12" Ladder Rack, 221 Breakout (for 12 fiber optical cable),

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Cable Racking for DS1 or DS3		Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)	\$0.19	Per Cable	20" Ladder Rack, 734 Type or ABAM (for DS1 or DS3 circuit)
Connection for DS1	\$567.16	Per 28 Ckt	Cable		Per 28 Ckt	Cable
Connection for DS3	\$144.93	Per 1 Ckt	Cable		Per 1 Ckt	Cable
Connection for Optical	\$908.64	Per Cable	Cable		Per Cable	Cable

Equipment Maintenance and Security Escort

CENTRAL OFFICE TYPE	Initial Charge (Hours)	Subsequent Charge (Hours)			
Staffed CO, and During Attended Hours	0.25	0.25	Per Request, Response Time 1 Hour	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.	
Staffed CO, and During Unattended Hours	4.00	0.25	Per Request, Response Time 4 Hours	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.	
Not staffed CO, and During Normal Business Day	0.25	0.25	Per Request, Response Time 2 Hours	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.	
Not staffed CO, and During Non-Normal Business Day	4.00	0.25	Per Request, Response Time 4 Hours	Equipment Maintenance Labor Rate (NTEC) =\$ 45.6 per hour. Security Escort Labor Rate(FMAC) =\$ 44.22 per hour.	

Entrance Fiber Structure Tariff

Structure Charge	Non-Recurring		Monthly Recurring	Monthly Recurring	
		Per Ft Innerduct		Per Ft Innerduct	
		State Specific, Subject to Negotiated/Tariffed Provisions	\$0.0156		State Specific, Subject to Negotiated/Tariffed Provisions

Prices modified to reflect 19% Mark-Up in Compliance with D. 99-11-050.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
SPRINT COMMUNICATIONS COMPANY, L.P.**

Pacific Bell Telephone Company¹ d/b/a SBC California as the Incumbent Local Exchange Carrier in California, (hereafter, "ILEC") and Sprint Communications Company, L.P. as a Competitive Local Exchange Carrier ("CLEC"), an Independent Local Exchange Carrier ("Independent") or Commercial Mobile Radio Service ("CMRS") provider in California, (referred to as "CARRIER"), in order to amend, modify and supersede any affected provisions of their Interconnection Agreement with ILEC in California ("Interconnection Agreement"), hereby execute this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC's Interim ISP Terminating Compensation Plan)("Amendment"). CLEC and Independent are also referred to as a "LEC."

1.0 Scope of Amendment

- 1.1 On or about July 11, 2003 ILEC made an offer to all telecommunications carriers in the state of California (the "Offer") to exchange traffic on and after August 1, 2003 under Section 251(b)(5) of the Act pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic") and traffic lawfully compensable under Section 251(b)(5) ("Section 251(b)(5) Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic and Section 251(b)(5) Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim Terminating Compensation Plan for ISP-Bound Traffic and Section 251(b)(5) Traffic

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to all ISP-bound Traffic and all Section 251(b)(5) Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Reciprocal Compensation Rate Schedule for ISP-bound Traffic and Section 251(b)(5) Traffic:
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-bound Traffic and Section 251(b)(5) Traffic, and ISP-bound Traffic is subject to the growth caps and new local market restrictions stated in Sections 2.3 and 2.4 below. Notwithstanding anything contrary in this Amendment, the growth caps in Section 2.3 and the rebuttable presumption in Section 2.6 only apply to LECs.

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

2.2.2 The Parties agree to compensate each other for such ISP-bound Traffic and Section 251(b)(5) Traffic at a rate of \$.0007 per minute of use.

2.2.3 Payment of Reciprocal Compensation will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. Where the terminating party utilizes a hierarchical or two-tier switching network, the Parties agree that the payment of these rates in no way modifies, alters, or otherwise affects any requirements to establish Direct End Office Trunking, or otherwise avoids the applicable provisions of the Interconnection Agreement and industry standards for interconnection, trunking, Calling Party Number (CPN) signaling, call transport, and switch usage recordation.

2.3 ISP-bound Traffic Minutes Growth Cap

2.3.1 On a calendar year basis, as set forth below, LEC and ILEC agree to cap overall compensable California ISP-bound Traffic minutes of use in the future based upon the 1st Quarter 2001 ISP-bound Traffic minutes for which LEC was entitled to compensation under its California Interconnection Agreement(s) in existence for the 1st Quarter of 2001, on the following schedule.

Calendar Year 2001	1st Quarter 2001 compensable ISP-bound minutes, times 4, times 1.10
Calendar Year 2002	Year 2001 compensable ISP-bound minutes, times 1.10
Calendar Year 2003	Year 2002 compensable ISP-bound minutes
Calendar Year 2004 and on	Year 2002 compensable ISP-bound minutes

Notwithstanding anything contrary herein, in Calendar Year 2003, LEC and ILEC agree that ISP-bound Traffic exchanged between LEC and ILEC during the entire period from January 1, 2003 until December 31, 2003 shall be counted towards determining whether LEC has exceeded the growth caps for Calendar Year 2003.

2.3.2 ISP-bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

2.4 Bill and Keep for ISP-bound Traffic in New Markets

2.4.1 In the event CARRIER and ILEC have not previously exchanged ISP-bound Traffic in any one or more California LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-bound Traffic between CARRIER and ILEC for the remaining term of this Agreement in any such California LATAs.

2.4.2 In the event CARRIER and ILEC have previously exchanged traffic in an California LATA prior to April 18, 2001, the Parties agree that they shall only compensate each other for completing ISP-bound Traffic exchanged in that California LATA, and that any ISP-bound Traffic in other California LATAs shall be Bill and Keep for the remaining term of this Agreement.

2.4.3 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

2.5 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-bound Traffic, and does not include Transit traffic, Optional Calling Area traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

2.6 ISP-bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound Traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic

subject to the compensation and growth cap terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and SBC California will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 2.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

- 3.1 ILEC and CARRIER agree that nothing in this Amendment is meant to affect or determine the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under this or future Interconnection Agreements. The Parties further agree that this Amendment shall not be construed against either party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, commission established rulemaking dockets, or before any judicial or legislative body.

4.0 Miscellaneous

- 4.1 If this Amendment is executed by CARRIER and such executed amendment is received by ILEC on or before August 23, 2003, this Amendment will be effective as of August 1, 2003, subject to any necessary state commission approval; provided, however, the rates will not be implemented in ILEC's billing system until after any necessary state commission approval, at which time the rates billed by the Parties beginning on August 1, 2003 will be subject to a true-up. If this Amendment is executed by CARRIER but such executed amendment is not received by ILEC until after August 23, 2003, this Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.
- 4.2 This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.
- 4.3 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 4.4 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or "Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.
- 4.5 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27,

2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"); the parties also acknowledge and agree that the legality, validity and constitutionality of these statutory sections are the subject of litigation in Voices for Choices, et al. v. Illinois Bell Telephone Company, et al., Case No. 03-C-3290 (N.D. Ill.) pending before Chief Judge Charles Kocaras ("Voices for Choices Opinion"), and the parties acknowledge and agree that on June 9, 2003, Judge Kocaras enjoined enforcement of these same statutory sections. In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this amendment must be provided under Sections 251©(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, the Parties acknowledge and agree that SBC California has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in California and as of the date of that election by SBC California, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Reciprocal Compensation Amendment for ISP-Bound Traffic and Federal Telecommunications Act Section 251(b)(5) Traffic (Adopting FCC Interim Terminating Compensation Plan) to the Interconnection Agreement was exchanged in triplicate on this 18th day of Aug, 2003, by SBC California, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

Sprint Communications Company, L.P.

**Pacific Bell Telephone Company d/b/a SBC California by
SBC Telecommunications, Inc., its authorized agent**

By: W. Richard Morris

By: Mike Auinbauh

Name: W. Richard Morris
(Print or Type)

Name: Mike Auinbauh
(Print or Type)

Title: V.P. External Affairs
(Print or Type)

Title: For/ President – Industry Markets

Date: 8/8/03

Date: 18
AUG 21 2003

FACILITIES-BASED OCN # _____

ACNA _____

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
SPRINT COMMUNICATIONS COMPANY, L.P.**

WHEREAS, Pacific Bell Telephone Company d/b/a SBC California¹ ("SBC California") and Sprint Communications Company, L.P. ("CLEC") (collectively, the "Parties") entered into an Interconnection Agreement which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on January 30, 2003, the California Public Utilities Commission ("Commission"), in Decision 03-01-077, established a non-interim monthly recurring price for the high frequency portion of the loop ("HFPL Rate") ("Decision"); and

WHEREAS, pursuant to the Commission's Decision, the effective date of the HFPL Rate was originally thirty (30) days from the effective date of the Decision ("Rate Effective Date"); and

WHEREAS, by letter dated February 26, 2003, the Commission granted SBC California an extension of time to comply with Ordering Paragraph 2 of the Decision (as to the implementation of the HFPL Rate on a prospective basis) until thirty (30) days from the time the Commission had acted on SBC California's then pending motion for stay,

WHEREAS, on or around February 1, 2003, SBC California applied the HFPL rate and provided refunds to eligible CLECs for the time period from on or around February 1, 2003 retroactive back to the date: (i) the CLEC's interim HFPL monthly recurring rate(s) with SBC California became effective between the Parties under their California Interconnection Agreement; or (ii) May 1, 2000, whichever was later; and

WHEREAS, the Commission stayed the Decision in D. 04-03-044 as to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, on May 7, 2004 the Commission issued D. 04-05-022, vacating the stay of the Decision with respect to the implementation of the HFPL Rate on a prospective basis; and

WHEREAS, this Amendment is to implement the HFPL Rate as to CLEC as of the time period from the later of: (i) on or around February 1, 2003 (to the extent CLEC had in effect interim HFPL monthly recurring rate(s) with SBC California under the Parties' California Interconnection Agreement on February 1, 2003); or (ii) the date CLEC incorporated into its Agreement an interim monthly recurring HFPL rate(s) ("Rate Effective Date")²; and

WHEREAS, the HFPL rate shall apply between the Parties on a prospective basis, subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"); and

NOW THEREFORE the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

² Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions become effective between Pacific and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

- (1) The interim HFPL monthly recurring rate(s) set forth in the underlying Agreement is hereby replaced and superseded with the following non-interim monthly recurring HFPL Rate established by the Commission in the Decision: \$0.00.
- (2) SBC California will make the appropriate billing adjustments to reflect the new HFPL Rate as of the Rate Effective Date; provided, however, the Parties agree that any billing adjustments and credits made in accordance with this Amendment do not represent adjustments for billing inaccuracies and are not subject to SBC California's obligations under the Service Performance Measurements and that performance measures and liquidated damages shall not apply to any adjustment or credits made in connection with this Amendment and will not be included in or affect any past, current or future performance measurement results.
- (3) The Parties agree that entering into this Amendment shall not in any way prohibit, limit, or otherwise affect, or act as a waiver by, either Party from pursuing of any of its rights, remedies or arguments with respect to the Decision including, without limitation, the non-interim \$0.00 HFPL Rate established by the Commission and any Commission decisions, orders, or proceedings leading thereto and any remands thereof or any other related decisions or proceedings, including the right of each Party to seek legal review, appeal, or a stay of any the Decision and any other decisions, orders, or otherwise. Such rights, remedies, and arguments are expressly reserved by each Party.
- (4) In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- (5) This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather, shall be coterminous with such Agreement.
- (6) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (7) This Amendment shall be filed with and shall be subject to approval by the Commission.

**COLLOCATION POWER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
PACIFIC BELL TELEPHONE COMPANY, d/b/a SBC CALIFORNIA
AND
SPRINT COMMUNICATIONS COMPANY, L.P.**

This Collocation Power Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) by and between Pacific Bell Telephone Company, L.P., d/b/a SBC California (“**SBC California**”) and Sprint Communications Company, L.P. (“**CLEC**”) is dated_____, 2004.

WHEREAS, SBC California and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (“**Act**”) approved by the California Public Service Commission (“State Commission”), as may have been amended prior to the date hereof (the “**Agreement**”);

WHEREAS, the Parties want to amend the Agreement to establish an agreed methodology for charging for collocation DC Power, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
2. Pursuant to General Terms and Conditions, Section 1.1.97 and Collocation Appendix, Section 1.1 of the Interconnection Agreement, CLEC is purchasing all collocation arrangements pursuant to the Collocation Cost Model (CCM) (Accessible Letters dated March 3, 2000, March 10, 2000, and April 27, 2000 [CLECC00-054, CLECC00-064, and CLECC00-111, respectively]) and the Parties intend that the CCM continue to apply to all such arrangement(s) except as provided herein. This Amendment memorializes the Parties’ bilateral agreement on how certain rates related to monthly recurring collocation DC Power charges (DC Power Consumption) shall be billed by SBC California to CLEC to all such arrangement(s), and to any additional collocation arrangements (whether physical, virtual or cageless) that CLEC may establish during the term of the Amendment. Accordingly, this Amendment shall apply to any such existing or additional arrangement(s) only as to application of these monthly recurring DC power charges in accordance with the Amendment’s provisions. The Amendment is not intended to constitute an interpretation, clarification or modification of the Tariff.
3. By executing this Amendment, CLEC represents and warrants that it at no time will draw more than 50% of the combined total capacity of the DC power leads (in amperes or “AMPs”) provided by SBC California for a collocation arrangement (the combined total capacity being the aggregate capacity of both leads for that collocation arrangement, including all “A” AMPs and all “B” AMPs). Based upon CLEC’s representation and warranty and other good and

valuable consideration as set forth herein, SBC California shall prospectively bill the CLEC for DC collocation power consumption and HVAC as follows:

- (a) For DC collocation power consumption, a monthly recurring rate of \$10.40 per AMP applied to fifty percent (50%) of the total capacity ordered and provisioned per the collocation application; and
- (b) For HVAC, a monthly recurring rate of \$5.55 per 10 AMPs, applied to fifty percent (50%) of the total provided capacity.

By way of example, where SBC California has provisioned two (2) twenty (20) AMP DC power leads [for a combined total capacity of forty (40) AMPs], based upon CLEC's above representation and warranty SBC California shall prospectively bill the CLEC the monthly recurring DC Power Consumption charge of \$10.40 per AMP for a total of twenty (20) AMPs (i.e., \$208.00 per month), and SBC California shall prospectively bill CLEC the monthly recurring HVAC charge of \$5.55 per-each-ten (10) AMPs applied against twenty (20) AMPs (i.e., \$11.10 per month).

4. SBC California has the right to periodically inspect and/or test the amount of DC power CLEC actually draws and, in the event CLEC is found to have breached the representation and warranty set forth in paragraph 3, to pursue remedies for breach of this Amendment and the Agreement.

5. The provisions of this Amendment shall remain effective until such time as the State Commission changes, by means of a final order issued in a cost proceeding establishing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC California's collocation DC power, or until expiration or termination of this Amendment, whichever occurs first. If the foregoing is triggered by a cost proceeding changing rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, then either Party may invoke the change of law/rate (or similar) provisions of the Agreement, as may be applicable, in accordance with such provisions. In the case of either triggering event, the provisions of this Amendment shall continue to apply until thereafter replaced by a successor interconnection agreement/amendment, as the case may be. By executing this Amendment, both Parties relinquish any right, during the term of the Amendment, to a different rate and billing procedure (including rate application) from the Effective Date of this Amendment until such time as the State Commission issues a final order in a cost proceeding changing the rates for collocation provided under 47 U.S.C. § 251(c)(6) applicable to all requesting telecommunications carriers, the monthly recurring rate(s) and billing procedure (including rate application) for SBC California's collocation DC power.

6. Nothing in this Amendment shall be deemed or considered an admission on the part of either Party as to, or evidence of, the unreasonableness of the rates and elements for collocation DC power in SBC California's Tariff, or of the manner in which SBC California has applied or billed such rates, or any other aspect of its collocation power billing, all as existed prior to the making of this Amendment.

7. CLEC agrees to refrain from initiating or participating in any opposition activity to SBC California's current power reduction charges, policies and practices. Further, CLEC agrees not to propose or support any proposal to reduce or change charges for collocation DC power charges (or changes in policies or application that result in a reduction or change), including any proposal

to base DC collocation power charges on a metered "as used, per amp" basis. In addition, CLEC and SBC California agree to mutually release and discharge each other from all claims which each Party may have against the other arising directly or indirectly out of, or relating in any way, to charges for DC collocation power. The billing arrangement described in Paragraphs 2, 3 and 4 ("Billing Arrangement"), above, is integrally related to the overall settlement and the mutual release and discharge. Said mutual release and discharge, and the Billing Arrangement are expressly contingent upon:

- 1) approval by the State Commission of the terms and conditions of this Amendment; and
- 2) dismissal with prejudice of CLEC's complaint or complaints, if any, with the State Commission arising directly or indirectly out of, or relating in any way to charges for DC collocation power ("Collocation Power Complaint(s)"), to the extent CLEC has filed such Collocation Power Complaint(s).

8. The effective date of this Amendment shall be the day upon which the State Commission approves this Amendment under Section 252(e) of the Act or, absent such State Commission approval, the date this Amendment is deemed approved by operation of law ("**Amendment Effective Date**"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the State Commission, this Amendment shall be automatically suspended and, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the State Commission; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such suspension shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other.

9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement. This Amendment does not extend the term of the Agreement.

10. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments it may have at law or under the underlying Agreement, including but not limited to 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 but not limited to its intervening law or other rights relating to the following actions which occurred after the Effective Date of the underlying 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), 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) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001); 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). In entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings.

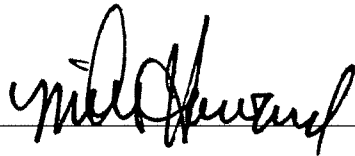
11. This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written, regarding the subject matter covered by the Amendment. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency. The Parties further acknowledge that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code.

12. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Sprint Communications Company, L.P.

By: _____



Printed: _____

Mike Howard

Title: _____

Acting Vice President

Date: _____

9/3/04

AECN/OCN # 08941

**Pacific Bell Telephone Company d/b/a SBC
California,**

**By its Authorized Agent,
SBC Telecommunications, Inc.**

By: _____



Printed: _____

GLEN SIRLES

Title For/ Senior Vice President – Industry
Markets and Diversified Businesses

Date: _____

9-28-2004

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
SPRINT COMMUNICATIONS COMPANY, L.P.**

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and Sprint Communications Company, L.P. ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("CPUC") issued D. 04-09-063 ("Decision") adopting final monthly recurring rates as set forth on Attachment 1 to this Amendment which are attached hereto and incorporated herein by this reference ("CPUC Rates"); and

WHEREAS, the CPUC Rates adopted in the Decision are effective as of September 23, 2004 ("Rate Effective Date"); and

WHEREAS, the Decision orders SBC California to file amendments to all interconnection agreements between itself and other carriers to replace existing rates in the Agreement with the final CPUC Rates set forth on Attachment 1 to this Amendment; and

WHEREAS, the Decision orders SBC California to make all billing adjustments necessary to reflect the CPUC Rates as set forth on Attachment 1 to this Amendment on SBC California's bills within sixty (60) days of the Rate Effective Date;

WHEREAS, pursuant to its prior decisions, D.02-05-042 and in D.02-09-052, the CPUC established certain interim monthly recurring rates; and

WHEREAS, pursuant to D.03-07-23, the CPUC modified certain UNE rates, including the interim monthly recurring rates effective as of September 19, 2002; and

WHEREAS, the Decision orders SBC California to adjust any interim monthly recurring rates CLEC was billed and paid to SBC California under its Agreement as a result of the CPUC's prior decisions in D.02-05-042, D.02-09-052 and D.03-07-23 ("Prior Decisions") to reflect the final CPUC Rates and calculate any billing adjustments within ninety (90) days of the Rate Effective Date; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

NOW, THEREFORE, the Parties agree as follows:

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

- I. The recurring CPUC Rates set forth on Attachment 1 hereby replace and supersede the corresponding monthly recurring rates in the underlying Agreement, subject to the other terms and conditions set forth herein. These CPUC Rates are effective on the Rate Effective Date.
- II. All rates in the Agreement not changed by Attachment 1 remain unchanged. The Parties understand and agree that the rates in Attachment 1 are being incorporated into the Agreement solely to effectuate the rate changes ordered in the Decision.
- III. In accordance with Ordering Paragraph 3 of the Decision, SBC California shall make all billing adjustments within 60 days from the Rate Effective Date necessary to ensure the Rate Effective Date is reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement. By implementing the billing adjustments neither Party waives, but instead expressly reserves, in addition to rights reserved in Paragraphs VI and VII, below, all of its rights, remedies, and arguments with respect to the FCC's *Order and Notice of Proposed Rulemaking, In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179 (rel. Aug. 20, 2004).
- IV. In accordance with Ordering Paragraph 4 of the Decision, within 90 days of the Rate Effective Date, SBC California will calculate the appropriate billing adjustments owed to or by CLEC, if any, from the Rate Effective Date back to the dates of the Prior Decisions to replace any interim rates CLEC was billed and paid to SBC California under its Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- VIII. The Parties acknowledge and agree that each CPUC Rate set forth on Attachment 1 to this Amendment is legitimately related to the associated individual interconnection, network element and service arrangements contained in the Agreement, if any.
- IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- X. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date; provided, however, as to CLEC and SBC California, the rates contained herein shall be applied in accordance with Paragraphs I-IV above, subject to Footnote 2, where applicable).

ATTACHMENT 1

				New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	
<u><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 04-09-063.</i></u>				
NETWORK ELEMENTS				
NETWORK INTERFACE DEVICE (NID)		NETWORK INTERFACE DEVICE (NID)		
LOOPS		LINKS		
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 9.64
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 13.01
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 26.87
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 11.93
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	\$ 20.49
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	\$ 24.79
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	\$ 37.02
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	\$ 22.79
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	\$3.11
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 10.15
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 13.56
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 27.46
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$12.46
4-wire Digital (DS1) Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 49.49
4-wire Digital (DS1) Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 64.25
4-wire Digital (DS1) Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 104.49
4-wire Digital (DS1) Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 57.42
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.15
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.12
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 0.96
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.13
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.61
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.59
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.51
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.60
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.51
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.55
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.59
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.53
DS3 Loop Zone 1	U4D3X	DS3 Loops	/2/	\$482.71
DS3 Loop Zone 2	U4D3X	DS3 Loops	/2/	\$714.60
DS3 Loop Zone 3	U4D3X	DS3 Loops	/2/	\$1,411.63
DS3 Loop (Statewide) - TRO Removal	U4D3X	DS3 Loops	/2/	\$573.20
IDSL Capable Loop Option				
Zone 1		Basic - 2 Wire + ISDN Option	/2/	\$10.15
Zone 2		Basic - 2 Wire + ISDN Option	/2/	\$13.56
Zone 3		Basic - 2 Wire + ISDN Option	/2/	\$27.46
Statewide		Basic - 2 Wire + ISDN Option	/2/	\$12.46
DSL Capable Loops:				
2-Wire xDSL Loop				
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	NA	/2/	\$ 9.64
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	NA	/2/	\$ 13.01
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	NA	/2/	\$ 26.87
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	NA	/2/	\$ 11.93
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	NA	/2/	\$ 9.64
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	NA	/2/	\$ 13.01
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	NA	/2/	\$ 26.87
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	NA	/2/	\$ 11.93
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	NA	/2/	\$ 9.64
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	NA	/2/	\$ 13.01
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	NA	/2/	\$ 26.87
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	NA	/2/	\$ 11.93
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	NA	/2/	\$ 9.64
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	NA	/2/	\$ 13.01
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	NA	/2/	\$ 26.87
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	NA	/2/	\$ 11.93
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	NA	/2/	\$ 9.64
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	NA	/2/	\$ 13.01
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	NA	/2/	\$ 26.87
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	NA	/2/	\$ 11.93
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	NA	/2/	\$ 9.64
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	NA	/2/	\$ 13.01
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	NA	/2/	\$ 26.87
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	NA	/2/	\$ 11.93

TBD- To be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA- Not Applicable

ATTACHMENT 1

			Notes	New Monthly Rate
<u>GENERIC TERMINOLOGY</u>	USOC	<u>OANAD TERMINOLOGY</u>		
4-Wire xDSL Loop				
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	NA	/2/	\$ 20.49
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	NA	/2/	\$ 24.79
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	NA	/2/	\$ 37.02
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	NA	/2/	\$ 22.79
<u>LOCAL SWITCHING CAPABILITY</u>		<u>Local Switching Capability</u>		
<u>Ports</u>		<u>Ports</u>		
Analog Line Port/Basic Port/without loop	URA3X, URA4X, URA5X	2- Wire Ports	/2/	\$ 3.35
	URB3X, URB4X, URB5X		/2/	
	UBA3X, UBA4X, UBA5X		/2/	
	UBB3X, UBB4X, UBB5X		/2/	
	6DCBX, 6DBRX		/2/	
	8DCBX, 8DBRX			
Analog Line Port/Basic Port/with loop	URA1S, URA2S, URB1S,			\$ 3.35
	URB2S, UBA1S, UBA2S,			
	UBB1S, UBB2S, URA1J,			
	URA2J, URB1J, URB2J,			
	UBA1J, UBA2J, UBB1J,			
	UBB2J			
	JDCBX, JDCRX			
	YDCBX, YDCRX			
	SU1WA, SU1WB, SU2WA, SU2WB			
	SUOWA, SUOWB, UAC1B, UAC1K			
	UAC2B, UAC2K, UAO1B, UAO1K			
	UAO2B, UAO2K, UAW1B, UAW1K			
	UAW2B, UAW2K, UDC1B, UDC1K			
	UDC2B, UDC2K, UDO1B, UDO1K			
	UDO2B, UDO2K, UDW1B, UDW1K			
	UDW2B, UDW2K			
Centrex Simultaneous Ring One Number (CSR ON)	S3S1X		/2/	\$0.0000
Centrex Simultaneous Ring Regular	S3M		/2/	\$0.0000
			/2/	
Centrex Port	AEPRT	Centrex Port	/2/	\$ 3.35
Analog DID Trunk Port	KUA13X, UD13X, UA11B	DID Port		\$ 6.28
	UA11K, UA12B, UA12K			
	UD11B, UD11K, UD12B			
	UD12K			
ISDN BRI Port	CN2BQ/CN3BQ	ISDN Port	/2/	\$ 5.12
Trunk Port DS1-Port	DPORT	Trunk Port Termination		\$ 135.92
<u>Vertical Features</u>		<u>Switch Features</u>		
Call Forwarding Variable	ESM	Call Forwarding Variable	/2/	\$0.0000
Busy Call Forwarding	EVb	Busy Call Forwarding	/2/	\$0.0000
Delayed Call Forwarding	EVD	Delayed Call Forwarding	/2/	\$0.0000
Call Waiting	ESX	Call Waiting	/2/	\$0.0000
Three Way Calling	ESC	Three Way Calling	/2/	\$0.0000
Call Screen	CCB	Call Screen	/2/	\$0.0000
Message Waiting Indicator	MW1	Message Waiting Indicator	/2/	\$0.0000
Repeat Dialing	CRP	Repeat Dialing	/2/	\$0.0000
Call Return	CCR	Call Return	/2/	\$0.0000
Call Forwarding Busy/delay	EVE	Call Forwarding Busy/delay	/2/	\$0.0000
Remote Call Forwarding		Remote Call Forwarding	/2/	\$0.0000
Speed Calling 8	ESL	Speed Calling 8	/2/	\$0.0000
Speed Calling 30	ESF	Speed Calling 30	/2/	\$0.0000
Intercom		Intercom	/2/	\$0.0000
Intercom Plus	HMP	Intercom Plus	/2/	\$0.0000
Remote Access to Call Fwding	RAF	Remote Access to Call Fwding	/2/	\$0.0000
Select Call Forward	CSF	Select Call Forward	/2/	\$0.0000
Direct -Shared	ESLDC	Direct -Shared	/2/	\$0.0000
Direct -Unshared	ESLDC	Direct -Unshared	/2/	\$0.0000
Call Trace	CALTR	Call Trace	/2/	\$0.0000
Speed Call 6		Speed Call 6	/2/	\$0.0000
Call Restriction		Call Restriction	/2/	\$0.0000
Distinctive Ringing		Distinctive Ringing	/2/	\$0.0000
Directed Call Pickup		Directed Call Pickup	/2/	\$0.0000
WATS Access per Port		WATS Access per Port	/2/	\$0.0000
WATS Access per Group		WATS Access per Group	/2/	\$0.0000
Caller ID	CNM	Caller ID	/2/	\$0.0000
Caller ID Blocking	CNMBK	Caller ID Blocking	/2/	\$0.0000
Caller Hold		Caller Hold	/2/	\$0.0000
DNCF		DNCF	/2/	\$0.0000
Call Waiting ID	NWL	Call Waiting ID	/2/	\$0.0000
Anonymous Call Rejection	CRE	Anonymous Call Rejection	/2/	\$0.0000
Call Transfer Disconnect - Restricted	FG3RE	Call Transfer Disconnect	/2/	\$0.0000

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable

ATTACHMENT 1

			Notes	New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY		
Call Transfer Disconnect - Unrestricted	FG3UN	Call Transfer Disconnect	/2/	\$0.0000
Basic Port/Analog Line Port Features per feature (per port)		Switch Features		
Hunting	HUNTG	Hunting	/2/	\$0.0000
Centrex-Like Features				
Automatic Callback	SAK	NA	/2/	\$0.0000
Call Forwarding Variable	ESMCS	NA	/2/	\$0.0000
Call Forwarding BusyLine	E6GUR	NA	/2/	\$0.0000
Call Forwarding Don't Answer	E9GUR	NA	/2/	\$0.0000
Call Hold	EAB	NA	/2/	\$0.0000
Call Pick-up (Group and Station)	E3N	NA	/2/	\$0.0000
Call Waiting - Intragroup	E6N	NA	/2/	\$0.0000
Call Waiting - Originating	ESZ	NA	/2/	\$0.0000
Call Waiting - Incoming	E6CCS	NA	/2/	\$0.0000
Caller ID	CALTA, CALID	NA	/2/	\$0.0000
Caller ID Blocking	CNMCS	NA	/2/	\$0.0000
Conferencing - Station Controlled - Large	CCS, CCSLG	NA	/2/	\$0.0000
Conferencing - Station Controlled - Small	DMS6P, EAN, EAS, SWC, SWCLN	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Barge-In	DMABG	NA	/2/	\$0.0000
Directed Call Pick-up - Group - Non-Barge-In	DPG, DMA1E	NA	/2/	\$0.0000
Distinctive Ringing and Call Waiting Tone	BRT, CCN, DRR, ODT	NA	/2/	\$0.0000
Message Waiting Indicator - Stutter DT	EWS,	NA	/2/	\$0.0000
Remote Access to Call Forwarding	RAFCA	NA	/2/	\$0.0000
Call Transfer - DID to DOD	DDT	NA	/2/	\$0.0000
Speed Calling - Individual (6 or 8)	E3G	NA	/2/	\$0.0000
Speed Calling - Individual (30)	32G	NA	/2/	\$0.0000
Speed Calling - Group (30)	ESHC3	NA	/2/	\$0.0000
Local Switching		Switch Usage		
Interoffice -Originating		Interoffice -Originating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Interoffice - Terminating		Interoffice - Terminating		
Setup per Call		Setup per Call	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Intraoffice		Intraoffice		
Setup per Call		setup per completed message	/2/	\$0.0000
Holding Time per MOU		Holding term per MOU	/2/	\$0.0000
Tandem Switching		Tandem Switching - Shared transport		
Setup per Call		Setup per attempt	/2/	\$ 0.000461
Setup per Completed Message		Setup per Completed Message	/2/	\$ 0.000179
Holding Time per MOU		Holding term per MOU	/2/	\$ 0.000461
TRUNK PORT TERMINATION		TRUNK PORT TERMINATION		
End Office Dedicated DS-1 Port	EPORT	End Office Termination	/2/	\$ 142.73
Tandem Dedicated DS1-Port	TPORT	Tandem Termination	/2/	\$0.00
Entrance Facilities				
DS-3 w/o equip				\$145.94
Interoffice Transport		Dedicated Transport		
Voice Grade		Fixed Mileage	/2/	\$4.60
		Variable Mileage per Mile	/2/	\$0.010000
DS-1				
Fixed Mileage	1L5UB	Fixed Mileage	/2/	\$34.05
Variable Mileage		Variable Mileage per Mile	/2/	\$0.250000
DS-3				
Fixed Mileage	1L5UB	Dedicated Transport DS-3	/2/	\$483.95
Variable Mileage		Variable Mileage per Mile	/2/	\$4.89
SS7	SIGNALING SYSTEM 7			
SS7 Link	SS7 Link		/2/	\$4.60
Link Mileage	N/A		/2/	\$0.01
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. CLECs may not use both rate structures.				
/2/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no				

ATTACHMENT 1

					New Monthly Rate
GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes		
	right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with				
	the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s),				
	product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments				
	provide that a network element(s), product(s) or service(s) is no longer required or is subject to being				
	no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in				
	this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the				
	Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment				
	incorporating the appropriate terms and conditions into the underlying Agreement before ordering				
	and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is				
	required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in				
	applicable FCC rules in effect at the time CLEC seeks such amendment.				

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA
AND
CLEC**

WHEREAS, Pacific Bell Telephone Company¹ d/b/a SBC California ("SBC California"), and **CLEC** ("CLEC") entered into an Agreement relating to local interconnection ("Agreement") and which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, on September 23, 2004, the California Public Utilities Commission ("Commission") issued D. 04-09-063 adopting final monthly recurring for certain Network Elements rates, including the tandem switching rates;

WHEREAS, D. 04-09-063 contained an error in the Tandem Switching Set Up Per Completed Message rate in Appendices A, B and C of that decision;

WHEREAS, on March 17, 2005, the Commission issued D. 05-03-026 ("Decision") modifying the monthly recurring and non-recurring cost resulting in new recurring and non-recurring rates for Network Elements, including the Tandem Switching Set Up Per Completed Message rate;

WHEREAS, on May 26, 2005, the Commission issued D.05-05-031 correcting the unbundled Tandem Switching Set Up Per Completed Message rate;

WHEREAS, the Parties filed an amendment conforming the Agreement to D.05-03-026 and which amendment ("Amendment D. 05-03-026") included the Tandem Switching Set Up Per Completed Message Rates and incorrect rates for six non-recurring rate elements as well as an incorrect rate for the Reciprocal Compensation Switched Transport Common Fixed Rate Element;

WHEREAS, SBC California billed the correct rate, if any, for the Reciprocal Compensation Switched Transport Common Fixed Rate Element and five of the six nonrecurring rates;

WHEREAS, the Tandem Switching Set Up Per Completed Message rates are effective as of May 26, 2005;

WHEREAS, the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record is effective as of March 17, 2005;

WHEREAS, the Parties are filing this amendment ("Amendment") to correct the unbundled Tandem Switching Set Up Per Completed Message rate, the rates for the six non-recurring rate elements, and the Reciprocal Compensation Switched Transport Common Fixed Rate Element all set forth in the Amendment D. 05-03-026;

WHEREAS, within ninety (90) days of the May 26, 2005, SBC California will make any billing system changes necessary to reflect the corrected Tandem Switching Set Up Per Completed Message and the nonrecurring rate for Link: Assured-Initial (Cesar/Lex - Simple) - Service Order, Record set forth in Attachments A and B to this Amendment; and

WHEREAS, pursuant to Resolution ALJ-181, Rule 6.3, this filing will become effective thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date"), absent rejection of the advice letter by the CPUC.²

¹Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as SBC California.

²Notwithstanding anything to the contrary in the Agreement (including without limitation this Amendment and any other Amendments to the Agreement (collectively the "Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") the rates contained in this Agreement shall only apply prospectively as to the Adopting CLEC beginning from the date the adopted provisions become effective between SBC California and the Adopting CLEC, which shall not be earlier than the date the CPUC approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption as between SBC California and the Adopting CLEC ("Section 252(i) Effective Date"). The Adopting CLEC shall not be entitled to any retroactive application and/or true-up of rates under this Agreement as to any time period prior to the Section 252(i) Effective Date.

NOW, THEREFORE, the Parties agree as follows:

- I. The Tandem Switching Setup Per Message Rate and Reciprocal Compensation Switched Transport Common Fixed Rate Element set forth on Attachment A which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- II. The nonrecurring rates for set forth in Attachment B which is incorporated into this Amendment by this reference hereby replace and supersede the corresponding rates in the underlying Agreement, subject to the other terms and conditions set forth herein.
- III. All rates in the Agreement not changed by Attachments A and B remain unchanged.
- IV. Within ninety (90) days of May 26, 2005, SBC California will make all billing system changes necessary to ensure the Rate Effective Dates are reflected on CLEC's bills on a prospective basis as to any corresponding rates CLEC was billed and paid to SBC California under the Agreement.
- V. The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachments A and B to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.
- VI. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Decision or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Decision or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- VII. In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).
- VIII. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- IX. This Amendment shall be filed with and shall be subject to approval by the Commission and shall become effective the later of: (i) the date the Agreement became effective between CLEC and SBC California; or (ii) the Amendment Effective Date.

		Notes	Monthly Recurring and/or Resale Discount %	NRC Initial "@ " INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
<u>GENERIC TERMINOLOGY</u>			<u>OANAD TERMINOLOGY</u>		
<u><i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026 and D. 05-05-031.</i></u>					
<u>NETWORK ELEMENTS</u>					
<u>Tandem Switching</u>		<u>Tandem Switching - Shared transport</u>			
Setup per Completed Message	Setup per Completed Message	/1/	0.000629		
<u>INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION</u>					
	Tandem Switching - Shared Transport				
Setup per Completed Message		/1/	0.000629		
	Switch Transport Common				
Fixed Mileage		/1/	0.001251		
/1/	The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.				

RATES

		Service Order				Channel Connection			
		Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PORT									
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	/1/	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LINK									
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
LOCAL SWITCHING CAPABILITY, SWITCHING PORT									
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00

/1/ The rates in this Amendment only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on Attachment 1 to this Amendment, this Amendment, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this Amendment shall not apply, nor shall the inclusion of the rates in this Amendment create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and **CLEC** ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party." This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated February 8, 1996 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003;

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia issued a decision affirming in part and vacating in part the TRO, and the affirmed portions of the TRO subsequently have become final and non-appealable;

WHEREAS, the FCC released orders on August 9, 2004 and October 18, 2004 in Docket No. 01-338, "TRO Reconsideration Orders" which subsequently became effective;

WHEREAS, the FCC released an order on February 4, 2005 in WC Docket No 04-313 and CC Docket No. 01-338, (the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the effective portions of the TRO, TRO Reconsideration Orders, and TRO Remand as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the TRO/TRO Remand Attachment attached hereto.
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law,” “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the California Public Utilities Commission (“Commission”) and shall become effective upon filing with such Commission (the “Amendment Effective Date”).
8. Reservation of Rights. Nothing contained in this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party’s act of incorporating those terms into the Agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ____ day of _____, 2006, by Pacific Bell Telephone Company d/b/a AT&T California, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

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

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: Executive Director-Regulatory

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

TRO/TRRO ATTACHMENT

0.1 Definitions. The following definitions are applicable to this Attachment.

- 0.1.1 **Building.** For purposes of this Attachment relative to the DS1 and DS3 loop caps as defined in the TRRO Rules 51.319(a)(4)(ii) and 51.319(a)(5)(ii), a “building” or a “single building” is a structure under one roof. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel, covered walkway, a shared parking garage or parking area.
- 0.1.2 **Fiber-to-the-Curb (FTTC) Loop.** A Fiber-to-the-Curb Loop is defined as a (1) local Loop serving Mass Market Customers consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or (2) a local Loop serving customers in a Predominantly Residential MDU consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the MDU's MPOE. For purposes of the definition of FTTC and FTTH Loops, *examples of* of a “Predominantly Residential” MDU *include* an apartment building, condominium building, cooperative or planned unit development that allocates more than *fifty* percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer's premises.
- 0.1.3 **Fiber-to-the-Home Loop.** A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, serving a Mass Market Customer premises or, in the case of Predominantly Residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 0.1.4 **Hybrid Loop** is a local Loop that serves a Mass Market Customer and is composed of both fiber optic cable and copper wire or cable between the main distribution frame (or its equivalent) in an AT&T wire center and the demarcation point at the customer premises.
- 0.1.5 **Mass Market Customer** is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.6 **Non-Impaired Wire Centers for DS1 and DS3 Unbundled High-Capacity Loops.** In accordance with Rule 51.319(a)(4), Unbundled DS1 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 60,000 business lines and at least four fiber-based collocators. In accordance with Rule 51.319(a)(5) DS3 Loop Non-Impaired Wire Centers are defined as wire centers serving at least 38,000 business lines and at least four fiber-based collocators.
- 0.1.7 **Tier 1 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 1 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(i), as wire centers serving at least four fiber-based collocators, at least 38,000 business lines, or both.
- 0.1.8 **Tier 2 Non-Impaired Wire Centers for DS1, DS3 and Dark Fiber Unbundled Dedicated Transport.** Tier 2 non-impaired wire centers are defined in accordance with Rule 51.319(e)(3)(ii) as wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.
- 0.1.9 **Tier 3 Wire Centers.** In accordance with Rule 51.319(e)(3)(iii), Tier 3 wire centers are defined as wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.
- 0.1.10 **Business Lines.** For purposes of determining Tier 1 and Tier 2 Wire Centers, Business Line tallies shall be calculated in accordance with the FCC's TRRO, including Rule 51.5 as follows: A Business Line is an ILEC-owned switched access line used to serve a business customer, whether by the ILEC itself or by a CLEC that leases the line from the ILEC. The number of business lines in a wire center shall equal the sum of all ILEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with ILEC end-

offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines." Centrex and PBX Trunks and Centrex Extensions will be counted as outlined in the ARMIS 43-08 reporting guidelines.

- 0.1.11 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of such TRO Affected Element(s) for a customer as of the date of this Attachment. For the TRO Remand Affected Elements identified in Sections 2.0 and 3.0, the Embedded Base is defined as including those customers for which CLEC had generated and AT&T had accepted a valid service order requesting the provisioning of TRO Remand Affected Element(s) prior to March 11, 2005.
- 0.1.12 A "DS1 Loop", in accordance with Rule 51.319(a)(4) is defined as a digital local loop having a total digital signal speed of 1.544 Mbps per second. A DS1 Loop includes the electronics necessary to provide the DS1 transmission speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 0.1.13 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term "fiber-based collocator" shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently (as of January 26, 2006) subject to a binding agreement that, if consummated, would result in its becoming an affiliate of AT&T. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1).
- 0.1.14 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate having a total digital signal speed of 44.736 megabytes per second. A DS3 Loop also includes all of the electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by AT&T that is part of that transmission path.
- 0.1.15 Dedicated Transport is defined as set forth in Rule 51.319(e)(1). Dedicated DS1 Transport consists of AT&T interoffice transmission facilities that have a total digital speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier. Dedicated DS3 Transport consists of AT&T interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier. Dedicated Dark Fiber Transport consists of unactivated optical interoffice transmission facilities.
- 0.1.16 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, to one or more facilities or services that CLEC has obtained at wholesale from AT&T, pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, or a network element provided pursuant to Section 271 or other Applicable Law, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.
- 0.1.17 "Commingled Arrangement" means the arrangement created by Commingling.

- 0.1.18 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).
- 0.1.19 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.
- 0.1.20 “Line Splitting” refers to the situation in which one CLEC provides narrowband voice service over the low frequency portion of a copper Local Loop and a second CLEC provides digital subscriber line service over the high frequency portion of that same copper Local Loop.
- 0.1.21 “Local Loop” means a transmission facility between a distribution frame (or its equivalent) in AT&T’s Central Office and the loop demarcation point (marking the end of AT&T’s control of the Local Loop) at an end user customer premises, including inside wire owned by AT&T. The Local Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term “Local Loop” includes, but is not limited to, DS-0, DS-1, DS-3, and Dark Fiber Loops and Loops provisioned on Integrated Digital Loop Carrier (“IDLC”).
- 0.1.22 The term “Cross Connect” refers to a cable that connects CLEC’s collocation arrangement to the ILEC’s distribution frame.
- 0.1.23 The term “DS-0” refers to a Local Loop operating at Digital Signal Level Zero capable of transmitting up to 64 kilobits per second.
- 0.1.24 The term “hot cut” refers to an individual transfer of a DS 0/voice grade loop with the live customer’s service(s).
- 0.1.25 The term “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, and orders of any State or Federal Governmental Authority that apply to the Parties or the subject matter of this Attachment.
- 0.1.26 The term “Relevant Transition Period” means the period established by Applicable Law or this Attachment for CLEC to discontinue or transition to an alternate serving arrangement a service furnished using an unbundled network element that AT&T is no longer obligated by 47 U.S.C. § 251(c)(3) to provide.

1.0 TRO Affected Elements.

- 1.1 TRO-Affected Elements. AT&T shall not be required to provide the following to CLEC as unbundled network elements under Section 251 in accordance with the FCC’s Triennial Review Order, the MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), in CC Docket Nos. 01-338, 96-98 and 98-147 (TRO Affected Elements) as follows:
- (i) Entrance Facilities (i.e., Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC’s networks with AT&T ILEC’s networks.);
 - (ii) OCn level dedicated transport¹;
 - (iii) DS1 and above Local Circuit Switching (defined as Local Switching for the purpose of serving end user customers using DS1 capacity and above Loops);
 - (iv) OCn loops;
 - (v) the feeder portion of the loop as a stand alone UNE under Section 251;
 - (vi) packet switching, including routers and DSLAMs;

¹ Nothing herein is meant to indicate any agreement as to whether AT&T is required to provide DS-0-level dedicated transport to CLECs as an unbundled network element under Section 251, or otherwise, and the parties expressly reserve their rights regarding the same. The absence of DS-0-level dedicated transport in Section 1.1 of this Amendment shall have no bearing on this issue in any other jurisdiction.

- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities, except as provided for in Section 11.2 of this Attachment;
 - (viii) Fiber-To-The-Home loops and Fiber-To-The-Curb loops, except as provided for in Section 11.1.2 of this Attachment;
 - (ix) SS7 signaling to the extent not provided in conjunction with unbundled local switching. In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to SS7 signaling alters CLEC's right to obtain facilities for interconnection of SS7 signaling networks, pursuant to Section 251(c)(2) of the Act for use in connection with the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO;
 - (x) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching; and
 - (xi) line sharing, except as grandfathered as provided in the TRO.
- 1.2 Cessation TRO Affected Elements - New Orders. AT&T is not required to provide the TRO Affected Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality, to CLEC under the Agreement. Accordingly, upon the Amendment Effective Date, CLEC will cease new orders for TRO Affected Element(s).
- 1.3 In addition to those Transition Periods set forth in other sections of this Attachment, and without limiting the same, AT&T and CLEC will abide by the following transitional procedures with respect to the TRO Affected Elements:
- 1.3.1 With respect to TRO Affected Elements and/or the combination of TRO Affected Elements as defined in Section 1.1 of this Attachment, AT&T will notify CLEC in writing as to any TRO Affected Element previously made available to CLEC that is or has become a TRO Affected Element, as defined in Section 1.1 of this Attachment herein ("Identified Facility"). For purposes of the Agreement and this Attachment, such Identified Facilities shall be considered TRO Affected Elements.
 - 1.3.2 As to any TRO Affected Element for which AT&T provides such notice, AT&T shall continue to provide the Embedded Base of any such TRO Affected Element without change to CLEC on a transitional basis. At any time after CLEC receives notice from AT&T pursuant to Section 1.3.1 above, but no later than the end of 90 days from the date CLEC received notice, CLEC shall, using the applicable service ordering process and interface, either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement, which, at CLEC's option, may include any arrangement to which CLEC is entitled under Section 13 below or under Applicable Law.
 - 1.3.2.1 CLEC may elect to replace a TRO Affected Element with a service provisioned on CLEC's own facilities or the facilities or services of a third-party. AT&T and CLEC shall use commercially reasonable efforts to facilitate the preparation of the relevant facilities or the applicable third-party facilities or services to meet the transition schedules.
 - 1.3.2.2 Conversion to State Law-Required Element. CLEC may elect to convert a TRO Affected Element to an analogous element or service that is required under state law, where applicable.
 - 1.3.2.3 Upon request, AT&T shall provide combinations of unbundled Network Elements in accordance with the requirements of this Agreement and Applicable Law, including 47 CFR Section 51.315 AT&T shall not separate CLEC requested unbundled network elements that are already combined unless requested by CLEC.
 - 1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration)

and involve other than a “record order” transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a “conversion” for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning. AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the TRO Affected Element be transitioned to with any disruption to the end user’s service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize a disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

- 1.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, at the end of the ninety day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under subparagraph 1.1.3.2(i), above, and if CLEC and AT&T have failed to reach agreement, under subparagraph 1.1.3.2(ii), above, as to a substitute service arrangement or element, then AT&T will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement.

2.0 TRO Remand Affected Unbundled Local Circuit Switching and UNE-P Elements.

To avoid any doubt, pursuant to this Attachment, AT&T is no longer required to provide any ULS/UNE-P pursuant to Section 251(c)(3) except as otherwise provided for in this Attachment, e.g., the Embedded Base during the Relevant Transition Periods as set forth in Sections 1.0 and 2.0.

- 2.1 AT&T shall not be required to provide Unbundled Local Circuit Switching and UNE-P (ULS/UNE-P) Elements under Section 251(c)(3) where the ULS/UNE-P is requested or provisioned for the purpose of serving DS-0 capacity loops, except as follows:

2.1.1 AT&T shall continue to provide access to ULS and UNE-P to CLEC for CLEC to serve its Embedded Base of customers in accordance with Rule 51.319(d)(2)(iii) as may be modified by effective orders issued by the California Public Utilities Commission. The price for such ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such ULS and UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established, if any, between June 16, 2004, and March 11, 2005, for such ULS and UNE-P, plus one dollar. If the state commission established a rate for ULS or UNE-P between June 16, 2004 and March 11, 2005 that increased some rate elements and decreased other rate elements, AT&T must either accept or reject all of the recently established rates of the elements that comprise a combination when establishing the transitional rate for ULS or UNE-P. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement effective as of March 11, 2005, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement, provided that bills rendered prior to the effective date of this Attachment that include such rate increases shall not be subject to late payments charges, as to such increases, if CLEC pays such increased amount within thirty (30) days after the effective date of this Attachment. The Parties acknowledge that if CLEC does not have an Embedded Base of ULS/UNE customers served through the Agreement, then the terms and conditions of this Section 2.0 as to the continued provision of the Embedded Base of ULS/UNE-P shall not apply and CLEC reserves its rights as to whether the

requirements of this Section 2.0 as to the continued provision of the Embedded Base of ULS or UNE-P are in accordance with Applicable Law.

2.1.1.1 CLEC shall be entitled to initiate feature add and/or change orders, record orders, and disconnect orders for Embedded Base customers. CLEC shall also be entitled to initiate orders for the conversion of UNE-P to a UNE line splitting arrangement to serve the same end user and UNE line splitting arrangement to UNE-P for the same end-user.

2.1.1.2 Feature adds and/or change orders as referenced in Section 2.1.1.1 include features that AT&T has available and activated in the Local Circuit Switch.

2.1.1.3 In accordance with Rule 51.319(d)(4)(i), AT&T shall provide a CLEC with nondiscriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis, in accordance with section 251 (c)(3) of the Act in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement.

2.1.2 AT&T shall continue to provide access to ULS/UNE-P for CLEC to serve its Embedded Base of customers under this Section 2.1.2, in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, for a transitional period of time, ending for a particular ULS/UNE-P arrangement upon the earlier of:

- (a) CLEC's disconnection or other discontinuance (except Suspend/Restore) of use of such ULS or UNE-P arrangement;
- (b) CLEC's transition of such ULS Element(s) or UNE-P arrangement to an alternative arrangement; or
- (c) March 11, 2006.

2.1.3 In accordance with Rule 51.319(d)(2)(ii), CLECs shall migrate the Embedded Base of end-user customers off of the unbundled local circuit switching element to an alternative arrangement by March 11, 2006. CLEC and AT&T agree to utilize this transition period as set forth by the FCC in Paragraph 227 of the TRRO to perform the tasks necessary to complete an orderly transition including the CLECs submission of the necessary orders to convert their Embedded Base of ULS/UNE-P customers to an alternative service.

2.1.3.1 To the extent CLEC intends to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement, CLEC shall generate the orders necessary to convert its Embedded Base of ULS/UNE-P arrangements to an alternative AT&T service arrangement in accordance with the ULS/UNE-P Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties.

2.1.3.2 AT&T will complete CLEC transition orders in support of the analogous service that the CLEC is requesting the ULS/UNE-P be transitioned to with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions

2.1.3.3 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed "physical work" for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a "conversion" for which no non-recurring charges are assessable. Where physical work is required in the case of a transition to a tariffed service, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or

other non-recurring UNE charges shall apply. In the case of a transition to substitute arrangement using section 251 UNEs, such as from UNE-P to UNE-L, no non-recurring disconnect charges shall be assessed for UNEs that will remain in use (i.e., AT&T may assess a new connection charge for the loop, but shall not assess a disconnection charge for the loop). To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

2.1.3.4 To the extent there are CLEC Embedded Base ULS/ UNE-P arrangements in place at the conclusion of the twelve (12) month transition period, AT&T, without further notice or liability, will re-price such arrangements to Total Service Resale. However, if CLEC has met all of its due dates as agreed to by the Parties, including dates renegotiated between the Parties, and AT&T does not complete all of the tasks necessary to complete a requested conversion or migration, then until such time as such ULS or UNE-P remains in place it should be priced at the rates in the Pricing Schedule attached to the Agreement plus \$1.00.

2.2 The provisions of this Section 2.0, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting ULS/UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

3.0 TRO Remand Affected Unbundled High-Capacity Loops and Transport.

3.1 AT&T is not required to provision the following new high-capacity loops and dedicated transport as unbundled elements under Section 251, either alone or in a Section 251 combination, except as follows:

3.1.1 Dark Fiber Unbundled Loops. In accordance with Rule 51.319(a)(6)(i), AT&T is not required to provide requesting telecommunications carrier with access to a dark fiber loop on an unbundled basis with the exception of a multi-tenant establishment ("MTE") subloop that begins at or near an MTE to provide access to MTE premises wiring.

3.1.2 DS1 Loops. In accordance with Rule 51.319(a)(4)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 60,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.2.1 In accordance with Rule 51.319(a)(4)(ii), AT&T is not obligated to provision to CLEC more than ten unbundled DS1 Loops to any single Building in which DS1 Loops are available as unbundled Loops.

3.1.3 DS3 Loops. In accordance with Rule 51.319(a)(5)(i), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Loops on an unbundled basis to any building not served by (a) a Wire Center with at least 38,000 business lines and (b) at least four fiber-based collocators. Once the wire center meets the requirements of Section 4.0 and the Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required of AT&T in that Wire Center, except as otherwise set forth in this Attachment.

3.1.3.1 In accordance with Rule 51.319(a)(5)(ii) AT&T is not obligated to provision to CLEC more than one unbundled DS3 Loop to any single Building in which DS3 Loops are available as unbundled Loops.

3.1.4 DS1 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS1 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4 and the wire centers on both ends of the transport route between wire centers are determined to be Tier 1 wire centers as defined in Section 0.1.7 of this Attachment, no future DS1 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS1 Dedicated Unbundled Transport if a wire center on either end

of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center, as defined in Section 0.1.7 of this Attachment.

3.1.4.1 In accordance with Rule 51.319(e)(2)(ii)(B) AT&T is not obligated to provision to a CLEC more than ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis where there is no unbundling obligation for DS3 transport.

3.1.5 DS3 Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2), AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to DS3 Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future DS3 Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment.

3.1.5.1 In accordance with Rule 51.319(e)(2), AT&T is not obligated to provision to a CLEC more than twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

3.1.6 Dark Fiber Unbundled Dedicated Transport. In accordance with Rule 51.319(e)(2) AT&T shall provide CLEC, upon CLEC's request, with nondiscriminatory access to Dark Fiber Unbundled Dedicated Transport. Once the wire center meets the requirements of Section 4.0 and the wire centers on both ends of the transport route between wire centers are determined to be either Tier 1 or Tier 2 wire centers as defined in Sections 0.1.7 and 0.1.8 of this Attachment, no future Dark Fiber Unbundled Dedicated Transport will be required of AT&T on such routes, except as otherwise set forth in this Attachment. Except as otherwise addressed in this Amendment, AT&T must provide DS3 Unbundled Dedicated Transport if a wire center on either end of a requested route is a Tier 3 wire center as defined in Section 0.1.9 of this Attachment.

3.2 Transition of TRO Remand Affected Unbundled High Capacity Loops and Transport. For those DS1 and DS3 loops and DS1 and DS3 dedicated transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide CLEC's Embedded Base of such arrangements ordered by CLEC before March 11, 2005 for a 12-month period beginning on March 11, 2005 and ending on March 11, 2006. For those Dark Fiber Loops, and Dark Fiber Dedicated Transport facilities that AT&T is no longer required to unbundle under Section 251 under the terms of this Attachment as of March 11, 2005, AT&T shall continue to provide such arrangements for an 18-month period beginning on March 11, 2005 and ending on September 11, 2006.

3.2.1 During the transition periods defined in Section 3.2 the rates for the High-Capacity Loop and Transport Embedded Base arrangements, in accordance with Rule 51.319(a) and 51.319(e), shall be the the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established, if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15% effective as of March 11, 2005. CLEC shall be fully liable to AT&T to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

3.2.2 Where AT&T is no longer required to provide the Unbundled Loops and Transport as defined in Section 3.1 of this Attachment, CLEC shall generate the orders necessary to disconnect or convert the Embedded Base of High-Capacity DS1 and DS3 Loop and Transport arrangements to analogous services where available in accordance with the Unbundled Loop and Transport Transition Plan established by the FCC in the TRRO unless otherwise agreed to by the Parties. With respect to Dark Fiber Loops and Transport, CLEC shall generate the orders necessary to disconnect such arrangements and return the facilities to AT&T by the end of the transition period.

3.2.2.1 AT&T will complete CLEC transition orders in accordance with the OSS guidelines in place in support of the analogous service that the CLEC is requesting the Loop or Transport arrangement be transitioned to with any disruption to the end user's service reduced to a

minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.

3.2.2.2 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the transition, the transition shall be deemed a “conversion” for which no non-recurring charges are assessable. Where physical work is required, only the tariffed non-recurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

3.2.2.3 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the Affected DS1 and DS3 Loop/Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall convert such loop(s)/transport to an analogous special access arrangement at month-to-month pricing. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates). If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting that the Affected Dark Fiber Loop and Transport arrangements be disconnected and returned to AT&T, AT&T shall disconnect such arrangements that remain in place as of September 11, 2006.

3.2.3 Intentionally left blank.

4.0 Non-Impaired Wire Center Criteria and Related Processes.

4.1 AT&T has designated and posted to CLEC Online the wire centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity Loops as defined in Section 0.1.6 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.7 and 0.1.8 have been met. AT&T’s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. Until CLEC provides a self-certification for High-Capacity Loops and/or Transport for such wire center designations, CLEC will not submit High Capacity Loop and/or Transport orders based on the wire center designation, and if no self-certification is provided will transition its affected High-Capacity Loops and/or Transport in accordance with the Relevant Transition Period. If CLEC does not provide a self-certification, CLEC will transition DS1 and DS3 Loop and Transport arrangements affected by AT&T’s wire center designation as of the March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by March 11, 2006 and CLEC will transition any affected Dark Fiber Transport arrangements affected by AT&T’s wire center designations as of March 11, 2005 by disconnecting or transitioning to an alternate facility or arrangement, if available, by September 11, 2006. AT&T will update the CLEC Online posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section 4.0 shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 4.0.

If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC’s knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.6, 0.1.7 or 0.1.8 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the AT&T wire center non-impairment designation, the CLEC will provide a self-certification

to AT&T identifying the wire center(s) that it is self-certifying for. In performing its inquiry, CLEC shall not be required to consider any lists of non-impaired Wire Centers compiled by AT&T as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to AT&T claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to AT&T. In the event that the CLEC issues a self-certification to AT&T where AT&T has deemed that the non-impairment threshold has been met in a specific wire center for High-Capacity Loops and/or Transport, CLEC can continue to submit and AT&T must continue to accept and provision orders for the affected High Capacity Loops and/or Transport provided the CLEC is entitled to order such pursuant to the terms and conditions of the underlying Agreement, for as long as such self-certification remains in effect and valid pursuant to the dispute resolution provisions of Section 4.0. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, AT&T shall provision the requested facilities in accordance with CLEC's order and within AT&T's standard ordering interval applicable to such facilities. If AT&T in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 4.0, AT&T will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.

- 4.1.1 The parties recognize that wire centers that AT&T had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that was not designated by AT&T as meeting one or more of the FCC's non-impairment thresholds as of March 11, 2005 meets one or more of these thresholds at a later date, AT&T may add the wire center to its list of designated wire centers and the Parties will use the following process:
 - 4.1.1.1 AT&T may update the wire center list as changes occur, but may not update the list more frequently than one time during any given three month period.
 - 4.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.
 - 4.1.1.3 AT&T will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.
 - 4.1.1.4 In the event the CLEC disagrees with AT&T's determination, and in order to avoid transitioning its lines away from DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport as set forth in Section 4.1.1.5 below CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to AT&T.
 - 4.1.1.5 If the CLEC does not use the self-certification process described in Section 4.0 to self-certify against AT&T's wire center designation within 60 calendar days of the issuance of the Accessible Letter, the parties must comply with the Relevant Transition Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 9 months, transition applicable to DS1/DS3 Dedicated Transport is within 9 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 12 months. All transitional periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Relevant Transition Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.

- 4.1.1.6 If the CLEC does provide self-certification to dispute AT&T's designation determination AT&T may dispute CLEC's self-certification as described in Sections 4.1.3 and 4.1.4 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 4.1.1.7 During the Relevant Transition Period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.1.8 Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such designations for each such Wire Center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loop, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.
- 4.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.6, 0.1.7 or 0.1.8, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.
- 4.1.3 AT&T may dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T shall notify the CLEC of its intent to dispute the CLEC's self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this Amendment, whichever is later. AT&T will file and serve on CLEC the dispute for resolution with the Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Attachment, whichever is later. AT&T shall include with the filing of its direct case testimony and exhibits which may reasonably be supplemented. To the extent to which this filing contains confidential information, AT&T may file that information under seal. AT&T shall offer to enter into a protective agreement under which AT&T would provide such confidential information to CLEC. AT&T shall have no obligation to provide such confidential information to any Party in the absence of an executed protective agreement. AT&T will notify all other CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number. If the self-certification dispute is filed with the Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). In the event the CLEC withdraws its self-certification after the dispute has been filed with the Commission, AT&T and/or any other interested parties, including interested parties that did not intervene prior to the withdrawal, may proceed with the dispute in order to obtain a Commission determination on the wire center designation. The Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T's failure to file a timely challenge, i.e., 60 calendar days after the self certification or within 60 days of the effective date of this Attachment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by AT&T of its rights to challenge any subsequent self certification for the affected wire center except as provided below. AT&T shall promptly notify CLECs via Accessible Letter of any time where AT&T has waived its ability to challenge a self-certification as to any wire center for carrier. AT&T may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 4.1.1. During the pendency of any dispute resolution proceeding, AT&T shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated

Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

- 4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the Relevant Transition Period is within the initial TRRO transition period described in Section 3.2.1 of this Attachment, CLEC will provide true-up based on the FCC transitional rate i.e., the rate that is the higher of (A) the rate CLEC paid for the Affected Element(s) as of June 15, 2004 plus 15% or (B) the rate the state commission established if any, between June 16, 2004 and March 11, 2005 for the Affected Element(s), plus 15%. The true-up will be calculated using a beginning date that is equal to the latter of March 11, 2005, or, for wire centers designated by AT&T after March 11, 2005, thirty days after AT&T's notice of non-impairment. The transitional rate as set forth in Section 3.2.1 of this Attachment will continue to apply until the facility has been transitioned or through the end of the Relevant Transition Period described in Section 3.2 of this Attachment, whichever is earlier. For all other affected loop/transport elements, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T ILEC's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 3.2.1 of this Amendment.
- 4.1.4 In the event of a dispute following CLEC's self-certification, upon request by the Commission or CLEC, AT&T will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T intends to rely, which will include the detailed business line information for the AT&T wire center or centers that are the subject of the dispute.
- 4.2 The provisions of Section 3.2.2 shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 3.2.2, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport, Cross-Connects provided by AT&T in conjunction with such Loops and/or Transport shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-Connects that are not associated with such transitioned DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 4.3 AT&T will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T will not convert or disconnect these services prior to the end of the Relevant Transition Period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 4.4 A building that is served by both an impaired wire center and a non-impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 4.5 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Relevant Transition Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T have failed to reach agreement under Section 3.2.2.3 above as to a substitute service arrangement or element, then AT&T may, at its sole option, disconnect dark fiber element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available at rates applicable to such analogous service or arrangement.

- 4.6 On a quarterly basis, AT&T shall post on its website information advising when it believes a wire center has reached 90% of the number of business lines needed for the wire center to be classified as a Tier 1 or a Tier 2 wire center. In addition, AT&T will specify which wire centers it considers to have 2 fiber collocators and 3 fiber collocators. Upon request and subject to the confidentiality requirements of the Agreement, AT&T shall provide CLEC, as soon as practicable, the information and supporting documentation on which AT&T based any such determination for such wire center, including but not necessarily limited to, (a) ARMIS or other data AT&T used to calculate the number of AT&T business access lines, (b) the data AT&T used to calculate the number of leased UNE Loops, (c) the identity and number of Fiber-based Collocators, and (d) data demonstrating that these collocators are Fiber-based Collocators.
- 4.7 Intentionally left blank.
- 4.8 When more than 60 days from the issuance of an AT&T designation of a wire center has elapsed, and if there has been no prior Commission determination of non-impairment as to the applicable wire center(s), CLEC can thereafter still self-certify up to three years from the date AT&T designates a wire center as non-impaired. AT&T may dispute CLEC's self-certification as described in Section 4.1.3 through 4.1.4.1 and AT&T will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 4.9 If a non-impaired wire center reverts back to a impaired wire center due to an error in AT&T's classification, causing facilities that had been previously converted from UNEs to wholesale services revert back to UNEs, CLEC may submit orders to return transitioned facilities to UNE facilities. AT&T shall perform such conversions within *ninety* (90) days and will credit CLEC the difference between the wholesale price paid and the applicable UNE price for the entire period during which the wire center was inappropriately classified as non-impaired or the date of installation, whichever is shorter, and will credit all records change charges CLEC paid AT&T for all UNEs transitioned due to AT&T's erroneous wire center classification. Such credits shall be placed on CLEC's invoice within two (2) billing cycles.

5.0 Commingling and Commingled Arrangements.

- 5.1 AT&T shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T. For the Commingled Arrangements listed in this Section 5.1, and any Commingled Arrangements voluntarily made available by AT&T in the future for any of the 13 AT&T ILEC states (i.e., the availability and subsequent posting to CLEC On-line was not as a result of a State Commission Order), AT&T will make such Commingled Arrangements available in California except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. Where AT&T in any of its 13 ILEC States voluntarily provides a particular Commingled Arrangement to any CLEC in response to a BFR request (i.e., not as a result of a dispute resolution involving the BFR requesting such Commingled Arrangement), AT&T will make such Commingled Arrangement available in California under this Amendment, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in California. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Amendment is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following AT&T Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:
- i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
 - ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux#
 - iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)#
 - iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
 - v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)#

- vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux#
- viii. While not a commingling arrangement, UNE loop to special access multiplexer
- ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop#
- x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop#
- xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop#
- xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport#
- xiii. While not a commingling arrangement, AT&T will support the connection of high-capacity loops to a special access multiplexer.

Indicates that FCC's eligibility criteria of Rule 51.318(b) applies, including the collocation requirement.

5.1.1 To the extent that AT&T requires the CLEC to submit orders for the commingling arrangements included in 5.1 (i) through (xii) manually, the mechanized service order charge shall be applicable.

5.1.2 For any commingling arrangement the CLEC desires that is not included in Section 5.1 of this Attachment, or subsequently established by AT&T, CLEC shall request any such desired commingling arrangement and AT&T shall respond pursuant to the Bona Fide Request Process (BFR) as outlined in the underlying Agreement. Through the BFR process, once the Parties agree that the development will be undertaken to make a new commingling arrangement available AT&T will work with the CLEC to process orders for new commingling arrangements on a manual basis pending the completion of systems development.

5.2 Upon request and to the extent provided by Applicable Law and the provisions of the Amended Agreement, AT&T shall permit CLEC to connect a Section 251 UNE or a combination of Section 251 UNEs with facilities or services obtained at wholesale from AT&T (including access services) and/or with compatible network components or services provided by CLEC or third parties, including, without limitation, those Commingled Combinations consistent with Section 5.0 of this Attachment.

5.3 For example, without limitation of this provision, AT&T will, upon request, connect loops leased or owned by CLEC to a third-party's collocation arrangement upon being presented with documentation that the CLEC has authorization from the third party to connect loops. In addition, AT&T will, upon request, connect an EEL leased by CLEC to a third-party's collocation upon presentation of documentation of authorization. In addition, AT&T will, upon request and documentation of authorization, connect third-party loops and EELs to CLEC collocation sites. An EEL provided hereunder may terminate to a third party's collocation arrangement that meets the requirements of Section 6.3.4 upon presentation of documentation of authorization by that third party. Subject to the other provisions hereof, Section 251 UNE loops may be accessed via cross-connection to a third party's Section 251(c)(6)'s collocation arrangement upon presentation of documentation of authorization by that third party.

5.4 Upon request, and to the extent required by Applicable Law and the applicable provisions of this Attachment, AT&T shall perform the functions necessary to Commingle a Section 251 UNE or a combination of Section 251 UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible; or (ii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network. Subject to the terms and conditions of the Agreement and this Attachment, CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services obtained from AT&T, and AT&T shall not deny access to Section 251 UNEs and combinations of Section 251 UNEs on the grounds that

such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T.

- 5.5 AT&T shall only charge CLEC the recurring and non-recurring charges in commingling service order processes where physical work is required to create the commingled arrangement as set forth in the Pricing Schedule attached to the Agreement applicable to the Section 251 UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T. Where there is no physical work and a record order type is necessary to create the commingled arrangement, only such record order charge shall apply. Notwithstanding any other provision of the Agreement or any AT&T tariff, the recurring and non-recurring charges applicable to each portion of a Commingled facility or service shall not exceed the rate for the portion if it were purchased separately unless otherwise agreed to by the Parties pursuant to the BFR process.
- 5.6 When CLEC purchases Commingled Arrangements from AT&T, AT&T shall charge CLEC element-by-element and service-by-service rates. AT&T shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement, as that term is used in the FCC’s Triennial Review Order. As a general matter, “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 5.7 In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement, AT&T will provide 60 days notice to CLEC if the tariff change affects the availability of a product used by that CLEC to provide a commingled arrangement, pursuant to the notification process associated with such access tariffs as provided for under Section 214 or applicable state law prior to such changes or additions. Additionally, for additions or changes that do more than impact rates, AT&T will grandfather in place Commingled arrangements ordered out of its state Access tariffs that have been ordered prior to the access tariffs’ effective date.
- 5.8 AT&T agrees that CLEC may request to Commingle the following elements to the extent that AT&T is required to provide them pursuant to Section 271 of the Act (“Section 271 Elements”) or Applicable Law, including but not limited to: (i) Local Loop transmission from the central office to the End Users’ premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in this Section 5.8, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions; the 271 rates, terms and conditions are not appropriate for inclusion in this Amendment, but rather the rates could be published in an Accessible Letter, placed in a tariff, or subject to a commercial agreement.
- 5.9 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled network element or a Combination of unbundled network elements with (i) wholesale services obtained from AT&T, (ii) services obtained from third parties or (iii) facilities provided by CLEC. For purposes of example only, CLEC may Commingle unbundled network elements or Combinations of unbundled network elements with other services and facilities including, but not limited to, switched and special access services, or services purchased under resale arrangements with AT&T.
- 6.0 EELs.
- 6.1 AT&T agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in this Amendment. Except as provided below in this Section 6.0 and subject to this Section 6.1, AT&T shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC’s underlying Agreement.

- 6.2 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in this Sections 6.2 and 6.3. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Cap EELs"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 6.3.4 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a collocation arrangement via a cross-connect unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation). A High-Cap EEL is either:
- (A) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service; or
 - (B) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service.
- 6.3 AT&T shall make Low Capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Attachment. AT&T shall provide access to the High-Cap EELS (Sections 6.2(A) and 6.2(B)) only when CLEC satisfies the following service eligibility criteria:
- 6.3.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served. By issuing an order for an EEL, CLEC certifies that it has the necessary processes and procedures in place to certify that such it will meet the EELs Mandatory Eligibility Criteria for each such order it submits. AT&T hereby acknowledges that CLEC has received sufficient state certifications to satisfy these criteria.
- 6.3.1.1 At CLEC's option, CLEC may also or alternatively provide self certification via email or letter to AT&T. Provided that AT&T has received such self certification from CLEC, AT&T shall not deny CLEC access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, CLEC shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled network elements.
- 6.3.1.1.1 This alternative method of certification-by-order applies only to certifications of eligibility criteria set forth in this Section 6, and not to self-certifications relative to routes, buildings and wire centers .
- 6.3.2 The following criteria must be satisfied for each High-Cap EEL, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL in accordance with Rule 51.318(b)(2):
- (i) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit. Each DS1 circuit to be provided to each end user customer will have at least one assigned local telephone number (NPA-NXX-XXXX);
 - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
 - (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit;
 - (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
 - (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;

- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
 - (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
 - (A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or
 - (B) Established pursuant to any collocation type defined in any AT&T Tariff to the extent applicable, or any applicable CLEC interconnection agreement.
 - (C) Located at a third party's premises within the same LATA as the customer's premises, when the incumbent LEC is the collocator.
- 6.3.5 Pursuant to the network interconnection terms and conditions in the underlying Agreement, an interconnection trunk meets the requirements of Sections 6.3.2(v) and 6.3.2(vii) of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.
- 6.3.6 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing AT&T written notification. Upon CLEC's self-certification of compliance, in accordance with this Attachment, AT&T shall provide the requested EEL and shall not exercise self help to deny the provisioning of the requested EEL.
- 6.3.7 AT&T may audit CLEC's compliance with service eligibility criteria by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis, CLEC's compliance in California with the conditions set out in Section 6. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with the service eligibility criteria. For purposes of calculating and applying an "annual basis", "annual basis" shall mean a consecutive 12-month period, beginning upon AT&T's written notice that an audit will be performed for California, subject to Section 6.3.7.4 of this Section.
 - 6.3.7.1 To invoke its limited right to audit, AT&T will send a Notice of Audit to CLEC identifying examples of particular circuits for which AT&T alleges non-compliance and the cause upon which AT&T rests its audit. The Notice of Audit shall also include all supporting documentation upon which AT&T establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T seek to commence an audit.
 - 6.3.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The

independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.

- 6.3.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.3.7.4 AT&T shall provide CLEC with a copy of the report within 2 business days from the date of receipt. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement. No changes will be made until the dispute is resolved. However, CLEC shall pay 50 percent of the disputed amount into an escrow account, pending resolution. If the auditor's findings are upheld in the dispute resolution process, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC. If the auditor's report concludes that CLEC failed to comply in all material respects with the eligibility criteria and if CLEC does not dispute the finding the CLEC will submit payment for the disputed amounts to AT&T.
- 6.3.7.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse AT&T for 100% of the cost of the independent auditor; if the number of circuits found to be non-compliant is less than 10%, CLEC will reimburse AT&T in an amount that is in direct proportion to the number of circuits found to be non-compliant. CLEC will maintain the appropriate documentation to support its self-certifications. The CLEC reimbursement in this Section 6.3.7.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.7.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.7.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying Agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the Amended Agreement is operative, plus a period of two years. AT&T can seek such an audit for any particular circuit for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no audit has been performed, the date the circuit was established) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the date the circuit was established.
- 6.3.7.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of the Agreement.
- 6.3.7.9 In the event that the underlying Agreement does not contain a backbilling statute of limitations, backbilling pursuant to Section 6 is limited to two years prior to the date of the invoice containing the backbilling following the results of the audit.

6.4 Provisioning for EELs

- 6.4.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T from CLEC's collocation arrangement.

- 6.4.2 AT&T will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for normal service disruptions involved during such testing and adjustments. Standard credit practices will apply to any service disruptions not directly associated with the testing and adjustment process.
- 6.4.3 EELs may utilize multiplexing capabilities. The high capacity EEL (DS1_unbundled loop combined with a DS1 or DS3 UDT; or DS3 unbundled loop combined with DS3 UDT) may be obtained by CLEC if available and if CLEC meets all services eligibility requirements set forth in this Section 6.0.
- 6.5 Other than the service eligibility criteria set forth in this Section, AT&T shall not impose limitations, restrictions, or requirements on requests for the use of UNEs for the service a telecommunications carrier seeks to offer²
- 7.0 Availability of HFPL for Purposes of Line Sharing. [NOTE – LANGUAGE TO BE ADDRESSED IN SEPARATE PHASE OF THIS PROCEEDING.]
- 8.0 Routine Network Modifications. [NOTE – LANGUAGE TO BE ADDRESSED IN RNM PHASE OF THIS PROCEEDING.]
- 9.0 Batch Hot Cut. [NOTE – LANGUAGE TO BE ADDRESSED IN THE BHC PHASE OF THIS PROCEEDING.]
- 10.0 Conversions.
- 10.1 Conversion of Wholesale Services to UNEs and Vice Versa
- 10.1.1 Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, and vice versa, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 10.1.2 Where processes for the conversion requested pursuant to this Attachment are not already in place, AT&T will develop and implement processes. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. AT&T agrees that CLEC may request the conversion of such special access circuits on a "project" basis. For other types of conversions, until such time as the Parties have agreed upon processes for such conversions, AT&T agrees to process CLEC's conversion requests on a case-by-case basis and without delay.
- 10.1.3 AT&T will complete CLEC conversion orders in accordance with the OSS guidelines in place in support of the conversion that the CLEC is requesting with any disruption to the end user's service reduced to a minimum or, where technically feasible given current systems and processes, no disruption should occur. Where disruption is unavoidable due to technical considerations, AT&T shall accomplish such conversions in a manner to minimize any disruption detectable to the end user. Where necessary or appropriate, AT&T and CLEC shall coordinate such conversions.
- 10.1.3.1 Subject to the limitations set forth herein, CLEC agrees to pay all non-recurring charges applicable to the conversion provided the order activities necessary to facilitate such conversion involves physical work (physical work does not include the re-use of facilities in the same configuration) and involve other than a "record order" transaction. To avoid any doubt, adding or modifying circuit i.d. tags with respect to facilities that otherwise are re-

² Each CLEC, in its sole discretion, may adopt either Option 1 or Option 2, but not both. The option not selected by the CLEC will be removed from the amendment. Any CLEC that does not have HFPLs in-service in California may elect to omit the section 7 language in its entirety.

used in the same configuration shall not be deemed “physical work” for which non-recurring charges are assessable. To the extent that physical work is not involved in the conversion no non-recurring charges are assessable. Where physical work is required in the case of a conversion to UNEs, no non-recurring tariffed disconnect charges shall be assessed for facilities that will remain in use (except for any applicable tariffed early-termination fees) and non-recurring UNE charges shall be assessed only with respect to specific UNEs for which CLEC access requires physical work. In the case of a conversion to a tariffed service, where physical work is required, only the tariffed nonrecurring charges shall apply and no UNE disconnect charge or other non-recurring UNE charges shall apply. To the extent physical work is involved in a transition, the applicable service order charge will also apply for the service to which CLEC is transitioning.

10.1.4 AT&T shall perform any conversion from a wholesale service or group of wholesale services to a unbundled network element or Combination of unbundled network elements, in such a way so that no service interruption as a result of the conversion will be discernable to the end user customers.

10.1.5 Except as provided in 10.1.2, when requesting a conversion of an AT&T service or UNE, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11.0 FTTH Loops, FTTC Loops, Hybrid Loops and Retirement of Copper Loops.

11.1 The following terms shall apply to FTTH and FTTC Loops.

11.1.1 New Builds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis where AT&T has deployed such a Loop to premises that previously were not served by any AT&T Loop.

11.1.2 Overbuilds. AT&T shall not be required to provide nondiscriminatory access to a FTTH or FTTC Loop on an unbundled basis when AT&T has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

- (a) AT&T shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T retires the copper Loop pursuant to the terms of Section 11.1.3.
- (b) If AT&T maintains the existing copper Loop pursuant to this Section 11.1.2, AT&T need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals. Prior to receiving a request for access by CLEC, upon receipt of a request for access pursuant to this section, AT&T shall restore the copper loop to serviceable condition and will maintain the copper loop when such loop is being purchased by CLEC on an unbundled basis under the provisions of this Attachment.
- (c) For each copper loop retired pursuant to Section 11.1.3 below, AT&T shall offer to provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis on the same rates and terms applicable under the Agreement to a DS-0 Local Loop to the same premises were such a loop available. CLEC is entitled to request any number of 64kbps paths up to the number of copper loops or subloops previously serving the customer premises that were retired.

11.1.3 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC loop, AT&T must comply with the network disclosure requirements set forth in Section 251 (c) (5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements and must provide CLECs using such copper loops with a copy of such Short Term notice via an accessible letter. AT&T will perform, upon CLEC request, a line station transfer (“LST”) where an alternative copper or non-packetized hybrid (TDM) loop is available. In order to request an LST, CLEC must have the rates, terms and conditions for an LST in the underlying Agreement. CLEC will be billed and shall pay for such an LST at the rates set forth in the pricing Appendix. If no such rates, terms and conditions

exist in the underlying Agreement, CLEC can request an LST pursuant to the rates, terms and conditions in AT&T's Generic Interconnection Agreement.

11.1.4 AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades CLEC's access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC, upon request, may obtain or has obtained access pursuant to 47 C.F.R. §51.319(a). AT&T will comply with Rules 51.325 through 51.335, and any applicable state requirements.

11.2 Hybrid Loops Generally. The unbundling obligations associated with DS1 and DS3 loops are in no way limited by this Section 11.2 or the Rules adopted in the Triennial Review Order with respect to hybrid loops typically used to serve mass market customers.

11.2.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services AT&T shall provide CLEC with nondiscriminatory access to the time division multiplexing (TDM) features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (subject to CLEC's self-certification in accordance with Section 4 of this Attachment), regardless of the type of DLC systems (e.g., NGDLC, UDLC, IDLC) on an unbundled basis, to establish a complete transmission path between the AT&T central office and an end user customer premise. This access shall include access to all features, functions, and capabilities of the Hybrid Loop to the extent that such are not used to transmit packetized information. In instances where both TDM and packetized functionality exist on the Hybrid Loop, AT&T is required to only make the TDM functionality available on an unbundled basis.

11.2.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision to its customer of narrowband services, AT&T shall either (a) provide nondiscriminatory access to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS-0 capacity), using time division multiplexing technology at a rate no higher than the DS-0 loop rate in the Pricing Appendix.

11.2.3 Rates. The non-recurring and recurring rates for Hybrid Loops provided pursuant to Sections 11.2.1 and 11.2.2 shall be no higher than for a copper or fiber loop of comparable capacity as set forth in the Pricing Appendix. AT&T may not impose special construction or other non-standard charges to provision such Hybrid Loops except as provided under this Agreement.

11.2.4 Feeder. AT&T shall not be required to provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

11.2.5 IDLC Hybrid Loops. Where a CLEC requests a loop to a premises to which AT&T has deployed an IDLC Hybrid Loop, AT&T must provide CLEC a technically feasible method of unbundled access. AT&T can only charge the CLEC the least cost technically feasible method of unbundled access, and AT&T may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.6 of this Attachment, if any) to the provision unbundled loops where it has deployed IDLC except as provided under this Agreement.

12.0 Use of Unbundled Network Elements.

12.1 Except as provided in Section 6.0 of this Attachment, AT&T shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service CLEC seeks to offer.

12.2 CLEC may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

12.3 A CLEC that accesses and uses an unbundled network element consistent with Section 12.2 may provide any telecommunications services over the same unbundled network elements.

13.0 Section 271 Obligations.

13.1 Intentionally left blank.

13.2 Intentionally left blank.

13.3 Intentionally left blank.

13.4 To the extent to which CLEC has another agreement with AT&T limiting AT&T's obligations to provide Section 271 elements to CLEC, then to that extent that other agreement shall control over the provisions of this Section 13.

13.5 Notwithstanding any other provision of the Agreement, CLEC may request that any Section 251 unbundled network element or combination of network elements (including any TRO Affected Element or TRRO Remand Affected Element) be reclassified as a corresponding Section 271 Element or Elements, provided that AT&T is obligated to provide such elements under Section 271. AT&T will perform such reclassification at no charge.

14.0 Entrance Facilities and Interconnection Facilities.

14.1 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be unbundled network elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Attachment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

14.2 In accordance with Paragraph 140 of the TRRO, nothing in this Section 1.1 nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC's right to obtain interconnection facilities (entrance facilities or other dedicated transport) pursuant to Section 251(c)(2) of the Act for the exchange of traffic, nor does anything in this section affect AT&T's on-going obligation to provide network elements pursuant to Section 271 of the Act, as addressed in Paragraph 653 of the TRO.

14.3 Notwithstanding Section 1.0, AT&T is required to provide access to facilities, including Entrance Facilities and other Dedicated Transport, that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

14.4 The rates for Entrance Facilities or other Dedicated Transport, when used as an Interconnection Facility (including Interconnection Facilities used for SS7 interconnection), shall be the same as the rates established by the Commission for those § 251(c)(3) facilities. The rates for other Interconnection Facilities, if not established by the Commission, shall be in conformance with Section 251(c)(2)(D) of the Act.

14.5 For avoidance of doubt, CLEC may request that an Entrance Facility UNE or other Dedicated Transport UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.1. AT&T will perform such reclassification at no charge.

15.0 Signaling.

15.1 Where Signaling System 7 (SS7) is deployed, the Parties will use SS7 signaling as defined in GR 317 and GR 394, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for SS7 based features. The Parties may interface with one another on an SS7 basis either directly or through a Third Party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7 based features between their respective networks, including CLASS features and functions, to the extent each carrier offers these features and functions to its own end user customers. The Parties shall exchange unaltered SS7 signaling parameters, including, but not limited to, Automatic Number Identification (ANI), Calling Party Number (CPN), Calling Party Category, Charge Number, Originating Line Information (OLI), etc. Privacy indicators will be honored by the parties.

- 15.2 Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), Common Channel Signaling (CCS) Platform and CIC/OZZ information (non CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will follow all industry standards pertaining to TNS and CIC/OZZ codes.

TRIENNIAL REVIEW ORDER DECLASSIFICATION AND TRO REMAND ORDER TRANSITIONAL AMENDMENT

WHEREAS, the Federal Communications Commission ("FCC") released on August 21, 2003 a "Report and Order on Remand and Further Notice of Proposed Rulemaking" in CC Docket Nos. 01-338, 96-98 and 98-147, 18 FCC Rcd 16978 (as corrected by the Errata, 18 FCC Rcd 19020, and as modified by Order on Reconsideration (rel. August 9, 2004) (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, by its TRO, the FCC ruled that certain network elements were not required to be provided as unbundled network elements under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act"), and therefore, Southwestern Bell Telephone, L.P. d/b/a SBC California¹ ("SBC CALIFORNIA") is no longer legally obligated to provide those network elements on an unbundled basis to CLEC under federal law; and

WHEREAS, the U.S. Circuit Court of Appeals, District of Columbia Circuit released its decision in *United States Telecom Ass'n v. F.C.C.*, 359 F.3d 554 (D.C. Cir. 2004) ("USTA II") on March 2, 2004 and its associated mandate on June 16, 2004; and

WHEREAS, the USTA II decision vacated certain of the FCC rules and parts of the TRO requiring the provision of certain unbundled network elements under Section 251(c)(3) of the Act; and

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,² on February 4, 2005 ("TRO Remand Order"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS"), and holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs);

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement related to specific network elements made available hereunder on an unbundled basis under Sections 251(c)(3) and (d)(2) are conformed so as to be consistent with applicable federal law:

1. **Lawful UNEs and Declassification.** SBC CALIFORNIA will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules, e.g. 47 C.F.R. Part 51, and associated lawful and effective FCC and judicial orders, in SBC CALIFORNIA's incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC CALIFORNIA 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 under this agreement 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 CALIFORNIA 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." 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".

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc., (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in California as SBC California.

² Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, (FCC released Feb. 4, 2005).

1.1 TRO-Declassified Elements. Pursuant to the TRO, nothing in the Agreement requires SBC CALIFORNIA to provide to CLEC any of the following items as unbundled network elements Section 251, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

- (i) entrance facilities;
- (ii) DSO or OCn level dedicated transport;
- (iii) enterprise market (DS1 and above) local switching (defined as (a) all line-side and trunk-side facilities as defined in the 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 (b) 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);
- (iv) OCn loops;
- (v) the feeder portion of the loop;
- (vi) line sharing except for customers grandfathered pursuant to 47 C.F.R. §51.319(a)(1)(i)(A);
- (vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;
- (viii) SS7 signaling to the extent not provided in conjunction with unbundled local switching;
- (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; and
- (xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC CALIFORNIA has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC CALIFORNIA will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

1.2 TRO Remand-Declassified Elements (Mass Market Unbundled Local Switching and UNE-P)

1.2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, either alone or in combination (as in with "UNE-P"). Accordingly, pursuant to Rule 51.319(d)(2)(iii), although SBC CALIFORNIA shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of end-user customers (i.e., only Mass Market ULS or Mass Market UNE-P ordered by CLEC before March 11, 2005), the price for such Mass Market ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market 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 Mass Market ULS and UNE-P, plus one dollar. For purposes of this Paragraph, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) CLEC shall be fully liable to SBC CALIFORNIA 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.

1.2.2 CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e. by March 11, 2006).

1.2.3 Paragraphs 1.2.1 and 1.2.2, above, apply and are operative regardless of whether CLEC is requesting Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

1.3 TRO Remand Declassified Elements (High-capacity Loop and Transport)

- 1.3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

Dark Fiber Loops;

DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable. Wire centers are identified on the list by their eight character CLLI code. SBC CALIFORNIA has posted this information on CLEC Online. See <https://clec.sbc.com/clec>. Select CLEC Handbook. Select Handbook/Region of choice. Select Ordering.

DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii) and 51.319(e)(3), as applicable. Wire centers are identified on the list by their eight character CLLI code. SBC CALIFORNIA has posted this information on CLEC Online. See <https://clec.sbc.com/clec>. Select CLEC Handbook. Select Handbook/Region of choice. Select Ordering.

Dark Fiber Transport, in excess of the –caps and between any pair of Tier 1 or Tier 2 wire centers as described in Rule 51.319(e)(2)(iv) and 51.319(e)(3). Wire centers are identified on the list by their eight character CLLI code. SBC CALIFORNIA has posted this information on CLEC Online. See <https://clec.sbc.com/clec>. Select CLEC Handbook. Select Handbook/Region of choice. Select Ordering.

The above-listed element(s) are referred to herein as the “Affected Element(s).”

- 1.3.2 Accordingly, pursuant to Rules 51.319(a) and (e), although SBC CALIFORNIA shall continue to provide CLEC’s embedded base of the Affected Loop-Transport Element(s) (i.e., only Affected Loop-Transport Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Element(s) 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%*. CLEC shall be fully liable to SBC CALIFORNIA 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.
- 1.3.3 CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (12 months for DS1/DS3 or 18 months for Dark Fiber from the TRO Remand Order’s effective date, as applicable). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC CALIFORNIA by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.
- 1.3.4 Paragraphs 1.3.1 and 1.3.2, above, apply and are operative regardless of whether CLEC is requesting the Affected Loop-Transport Element(s) under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

1.4 Non-Impaired Wire Center Criteria and Related Processes.

- 1.4.1 SBC CALIFORNIA 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 pursuant to Rules 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections pursuant to Rules 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) have been met. SBC CALIFORNIA’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 CALIFORNIA 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 1.4 of this Amendment shall be deemed to mean an Accessible Letter issued after the effective date of this Amendment, as set forth in this Section 1.4 of this Amendment.

- 1.4.2 If the Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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 pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii) of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the SBC CALIFORNIA wire center non-impairment designation, the CLEC will provide a self-certification to SBC CALIFORNIA 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 CALIFORNIA as creating a presumption that a Wire Center is not impaired. CLEC can send a letter to SBC CALIFORNIA claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to SBC CALIFORNIA. If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, SBC CALIFORNIA shall provision the requested facilities in accordance with CLEC's order and within SBC CALIFORNIA's standard ordering interval applicable to such facilities. If SBC CALIFORNIA in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section 1.4 of this Amendment, SBC CALIFORNIA will modify its systems to accept such orders within 5 business hours of CLEC notification to its account manager. CLEC may not submit a self-certification for a wire center after the transition period for the DS1/DS3 Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the wire center has passed.

- 1.4.2.1 The parties recognize that wire centers that SBC CALIFORNIA had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a wire center that 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 CALIFORNIA may add the wire center to the list of designated wire centers and the Parties will use the following process:

1.4.2.1.1 SBC CALIFORNIA may update the wire center list as changes occur.

1.4.2.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, SBC CALIFORNIA will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

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

- 1.4.2.1.4 In the event the CLEC disagrees with SBC CALIFORNIA's determination and CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute SBC CALIFORNIA'S determination regarding the wire center by providing a self-certification to SBC CALIFORNIA.
- 1.4.2.1.5 If the CLEC does not use the self-certification process described in this Section 1.4 of this Amendment to self-certify against SBC CALIFORNIA'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 all circuits that have been declassified by the wire center designation(s) ending on the 90th day after the issuance of the Accessible Letter providing the wire center designation of non-impairment or the end of the applicable transition period described in Section 1.3.3 of this Amendment, whichever is later for the Applicable Transitional Period, no additional notification will be required. CLEC may not obtain new DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in wire centers and/or routes where such circuits have been declassified during the applicable transition period.
- 1.4.2.1.6 If the CLEC does provide self-certification to dispute SBC CALIFORNIA's designation determination within 60 calendar days of the issuance of the Accessible Letter, SBC CALIFORNIA may dispute CLEC's self-certification as described in Sections 1.4.2.3 and 1.4.2.4 of this Amendment and SBC CALIFORNIA will accept and provision the applicable loop and transport orders for the CLEC providing the self certification during a dispute resolution process.
- 1.4.2.1.7 During the applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 1.4.2.2 If the Commission has previously determined, in any proceeding that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections pursuant to Rules 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), 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. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved SBC CALIFORNIA's designations. If CLEC does not dispute SBC CALIFORNIA's wire center determinations but it is subsequently determined by the Commission that CLECs are entitled to the provision of DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251 for the wire centers/routes in question, Sprint can begin ordering the affected services upon the effective date of such determination.
- 1.4.2.3 If it desires to do so, SBC CALIFORNIA can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: SBC CALIFORNIA will notify the CLEC of its intent to dispute the CLECs' self-certification within 30 days of the CLEC's self-certification or within 30 days of the effective date of this amendment, whichever is later. SBC CALIFORNIA will file the dispute for resolution with the state Commission within 60 days of the CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later. SBC CALIFORNIA will notify CLECs of the filing of such a dispute via Accessible Letter. If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the Commission to adopt a case schedule resulting in the prompt resolution of the dispute. SBC CALIFORNIA's failure to file a timely challenge, i.e., within

60 days of the CLEC's self-certification or within 60 days of the effective date of this amendment, whichever is later, to any CLEC's self certification for a given wire center shall be deemed a waiver by SBC CALIFORNIA of its rights to challenge any subsequent self certification for the affected wire center except as provided below. SBC CALIFORNIA shall promptly notify CLEC of any time where SBC CALIFORNIA has waived its ability to challenge a self-certification as to any wire center for carrier. SBC CALIFORNIA may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.4.2.1 of this Amendment. During the timeframe of any dispute resolution proceeding, SBC CALIFORNIA shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC at the rates in the Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

1.4.2.3.1 For wire centers designated by SBC CALIFORNIA prior to March 11, 2005 and

1.4.2.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005.

1.4.2.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 1.3.2 of this Amendment between March 11, 2005 and the end of the initial TRRO transition period described in Section 1.3.3. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.3.2 of this Amendment. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

1.4.2.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after SBC CALIFORNIA's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.3.2 of this Amendment. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

1.4.2.3.2 For wire centers designated by SBC CALIFORNIA after March 11, 2005.

1.4.2.3.2.1 For affected loop/transport elements ordered before SBC CALIFORNIA's wire center designation.

1.4.2.3.3.1.1 If the applicable transition period is within the initial TRRO transition period described in Section 1.3.3 of this

Amendment, CLEC will provide true-up during the period between the date that is thirty (30) days after SBC CALIFORNIA's notice of non-impairment and the date the circuit is transitioned to the transitional rate described in Section 1.4.2.1.7 of this Amendment.

1.4.2.3.2.1.2 If the applicable transition period is after the initial TRRO transition period described in Section 1.3.3 of this Amendment has expired, CLEC will provide true-up based on the transitional rate described in Section of this 1.4.2.1.7 Amendment between the date that is thirty (30) days after SBC CALIFORNIA's notice of non-impairment and the end of the applicable transition period described in Section and the equivalent special access rates during 1.4.2. the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.4.2.1.7 of this Amendment. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.4.2.3.2.2 For affected loop/transport elements ordered after SBC CALIFORNIA's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after SBC CALIFORNIA's notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 1.4.2.1.7 of this Amendment. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.4.2.4 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, SBC CALIFORNIA will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which SBC CALIFORNIA intends to rely, which will include the detailed business line information for the SBC CALIFORNIA wire center or centers that are the subject of the dispute.

1.4.3 The provisions of Section 1.3.3 of this Amendment shall apply to the transition of DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). As outlined in Section 1.3.3 of this Amendment, requested transitions of DS1/DS3 High Capacity loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's customer's service, and all applicable charges shall apply. Cross-connects provided by SBC CALIFORNIA 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.

1.4.4 SBC CALIFORNIA will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. SBC CALIFORNIA will not convert or disconnect these services prior to the end of the applicable transitional period unless

specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

- 1.4.5 A building that is served by both an impaired wire center and a non impaired wire center and that is not located in the serving area for the non-impaired wire center will continue to have Affected Elements available from the impaired wire center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended
- 1.4.6 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 1.3.3 of this Amendment above, and if CLEC and SBC CALIFORNIA have failed to reach agreement under Section 1.3.3 of this Amendment above as to a substitute service arrangement or element, then SBC CALIFORNIA 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.

2. New Combinations Involving Lawful UNEs

- 2.1 Subject to the provisions hereof and upon CLEC request, SBC CALIFORNIA 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.
 - 2.1.1 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 CALIFORNIA might offer pursuant to Section 271 of the Act.
- 2.2 In the event that SBC CALIFORNIA 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 CALIFORNIA 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 CALIFORNIA 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. of this Amendment.
- 2.3 In accordance with and subject to the provisions of this Section 2., including Section 2.3.2 and 2.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Amendment shall be made available to CLEC as specified in the specific Schedule for a particular State.
 - 2.3.1 SBC CALIFORNIA is willing to perform the actions necessary to complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Amendment, subject to the following:
 - 2.3.1.1 Section 2., including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC CALIFORNIA 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 CALIFORNIA. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC CALIFORNIA from taking

any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.

- 2.3.1.2 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, the Parties agree to negotiate an amendment to this Agreement to effectuate such change in law pursuant to Section 21 of the General Terms and Conditions of this Agreement.
- 2.3.2 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.
- 2.3.3 For a new Lawful UNE combination, if any, CLEC shall issue appropriate service requests. These requests will be processed by SBC CALIFORNIA, 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.
- 2.3.4 Upon notice by SBC CALIFORNIA, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC CALIFORNIA 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 4. For any such work done by SBC CALIFORNIA under Section 2.1, 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 CALIFORNIA, 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.
- 2.4 In accordance with and subject to the provisions of this Section 2., any request not included in Section 2.3 in which CLEC wants SBC CALIFORNIA 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 CALIFORNIA to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
 - 2.4.1 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 CALIFORNIA Lawful UNE and the Lawful network element(s) possessed by CLEC.
 - 2.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by SBC CALIFORNIA under Section 2.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. SBC CALIFORNIA'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 CALIFORNIA to perform work not required by Section 2.1, CLEC shall be charged a market-based rate for any such work.
- 2.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2. apply only in situations where each of the following is met:
 - 2.5.1 it is technically feasible, including that network reliability and security would not be impaired;

- 2.5.2 SBC CALIFORNIA's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 2.5.3 INTENTIONALLY LEFT BLANK.
- 2.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC CALIFORNIA's network; and
- 2.6 INTENTIONALLY LEFT BLANK.
- 2.7 INTENTIONALLY LEFT BLANK.
- 2.8 Conversion of Wholesale Services to Lawful UNEs.
 - 2.8.1 Upon request, SBC CALIFORNIA 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 Amendment, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful 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.)
 - 2.8.2 Where processes for the conversion requested pursuant to this Amendment are not already in place, SBC CALIFORNIA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
 - 2.8.3 Except as agreed to by the Parties or otherwise provided hereunder, SBC CALIFORNIA shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. SBC CALIFORNIA's may charge applicable service order charges and record change charges.
 - 2.8.4 This Section 2.8 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 Amendment.
 - 2.8.5 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, CLEC agrees to convert the Lawful UNE or Lawful UNE combination, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
 - 2.8.5.1 This Section 2.8.5 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 CALIFORNIA service.
 - 2.8.5.2 SBC CALIFORNIA may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
 - 2.8.6 In requesting a conversion of an SBC CALIFORNIA service, CLEC must follow the guidelines and ordering requirements provided by SBC CALIFORNIA that are applicable to converting the particular SBC CALIFORNIA service sought to be converted.
 - 2.8.7 Nothing contained in this Amendment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects SBC CALIFORNIA's ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

2.9 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs.

2.9.1 Except as provided below in this Section 2.9 or elsewhere in the Agreement and subject to this Section and Section 2.8, Conversion of Wholesale Services to UNEs, of this Amendment, SBC CALIFORNIA shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.

2.9.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section [2.9.3] of this Amendment (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.9.2 SBC CALIFORNIA is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

2.9.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.9.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC CALIFORNIA local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

2.9.2.2.2 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; and

2.9.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and

2.9.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Lawful UNE Amendment; and

2.9.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Lawful UNE Amendment; and

2.9.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Amendment; and

2.9.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that included arrangements cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC CALIFORNIA shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Lawful UNE Amendment.

2.9.3 A collocation arrangement meets the requirements of Section 2.9 of this Lawful UNE Amendment if it is:

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

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

2.9.4 An interconnection trunk meets the requirements of Sections 2.9.2.2.5 and 2.9.2.2.6 of this Lawful UNE Amendment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.

2.9.5 For a new circuit to which Section 2.9.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.9.2.2.1 and Section 2.9.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.9.2.2.1 and/or Section 2.9.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC CALIFORNIA provisions such new circuit. CLEC must provide SBC CALIFORNIA with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.

2.9.5.1 Section 2.9.5 does not apply to existing circuits to which Section 2.9.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.9.2.2.1 and Section 2.9.2.2.3 requirements for existing circuits at the time it initiates the ordering process).

2.9.6 CLEC must provide the certification required by Section 2.9 on a form provided by SBC CALIFORNIA, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.

2.9.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC CALIFORNIA.

2.9.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC CALIFORNIA may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.9. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning

upon SBC CALIFORNIA's written notice that an audit will be performed for that State, subject to Section 2.9.7.4 of this Section.

2.9.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

2.9.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.

2.9.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.9.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.9, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was determined to be non-compliant as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC CALIFORNIA. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.9 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC CALIFORNIA shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.9.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.9, CLEC must reimburse SBC CALIFORNIA for the cost of the independent auditor and for SBC CALIFORNIA's costs in the same manner and using the same methodology and rates that SBC CALIFORNIA is required to pay CLEC's costs under Section 2.18.7.4.2.

2.9.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.9, SBC CALIFORNIA must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

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

2.9.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.9 in all cases and, further, the failure of SBC CALIFORNIA to require such compliance, including if SBC CALIFORNIA provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.9, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

- 2.10 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 CALIFORNIA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.11 SBC CALIFORNIA will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Lawful UNEs Amendment.
- 2.12 The Parties acknowledge that this Amendment Lawful UNEs does not contain the terms and conditions under which CLEC will obtain access to network elements from SBC CALIFORNIA pursuant to § 271 of the Act but is limited to access to UNEs pursuant to § 251(d)(2) of the Act. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of SBC CALIFORNIA to enforce the foregoing (including if SBC CALIFORNIA fails to reject or otherwise block 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 CALIFORNIA may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, SBC CALIFORNIA may process any such order as being submitted under this Lawful UNE Amendment and, further, may convert any element provided under tariff, to this Lawful UNE Amendment, effective as of the later in time of the (i) effective date of this Amendment, or (ii) the submission of the order by CLEC.

3. Commingling

- 3.1 "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 CALIFORNIA, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingle" means the act of commingling.
- 3.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 3.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an SBC CALIFORNIA offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 3.1.3 Commingling is not permitted, nor is SBC CALIFORNIA required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair SBC CALIFORNIA's ability to retain responsibility for the management, control, and performance of its network; or (iii) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC CALIFORNIA's network.
- 3.1.4 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 CALIFORNIA will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 3.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from SBC CALIFORNIA 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 CALIFORNIA might offer pursuant to Section 271 of the Act.
- 3.2 Except as provided in this Section and, further, subject to the other provisions of this Agreement, SBC CALIFORNIA shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNEs with facilities or services obtained at wholesale from SBC CALIFORNIA to the extent required by Lawful and effective FCC rules and associated Lawful and effective FCC and judicial orders.

- 3.3 Upon request, and subject to this Section 2, SBC CALIFORNIA 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 CALIFORNIA (as well as requests where CLEC also wants SBC CALIFORNIA to complete the actual Commingling), except that SBC CALIFORNIA shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) SBC CALIFORNIA's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC CALIFORNIA's network.
- 3.4 In accordance with and subject to the provisions of this Section 3, any request by CLEC for SBC CALIFORNIA to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC CALIFORNIA to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 3.4.1 SBC CALIFORNIA has developed a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time in order to add new Commingled Arrangements developed via the BFR process and as required for future declassification of UNEs pursuant to change of law.
- 3.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC CALIFORNIA 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.
- 3.4.3 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by SBC CALIFORNIA under this Section 4 (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 CALIFORNIA'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 CALIFORNIA to perform work not required by this Section 4.4, CLEC shall be charged a market-based rate for any such work.
- 3.5 SBC CALIFORNIA 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 CALIFORNIA 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.
- 3.6 Nothing in this Agreement shall impose any obligation on SBC CALIFORNIA 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 CALIFORNIA 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.

- 3.7 In the event that Commingling also involves SBC CALIFORNIA performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 4 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 3.8 Subject to this Section 3, SBC CALIFORNIA 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 CALIFORNIA.
- 3.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, SBC CALIFORNIA's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass SBC CALIFORNIA offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).

4. Routine Network Modifications

Furthermore, for purposes of this Amendment, SBC CALIFORNIA shall make routine network modifications to UNE Local Loop and UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested UNE Local Loop or UNE Dedicated Transport facility has already been constructed. SBC CALIFORNIA shall perform routine network modifications to UNE Local Loop and UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop or UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

- 4.1 A routine network modification is an activity that SBC CALIFORNIA regularly undertakes for its own retail customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loops for its own retail customers, under the same conditions and in the same manner that SBC CALIFORNIA 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.
- 4.2 Routine network modifications do not include constructing new loops or transport facility; 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 altogether 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 Dedicated Transport(i.e., optronics). SBC CALIFORNIA is not obligated to perform those activities for a requesting telecommunications carrier.
- 4.4 SBC CALIFORNIA 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 CALIFORNIA's retail customers.
- 4.5 This Agreement does not require SBC CALIFORNIA to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent SBC CALIFORNIA has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to build TDM capability into new or existing packet-based networks that never had TDM capability; nor does this Agreement prohibit SBC CALIFORNIA 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 CALIFORNIA complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii), 51(319)(a)(3)(iv), and 51.325-51.335.

- 4.6 Notwithstanding anything to the contrary herein, SBC CALIFORNIA's obligations with respect to routine network modifications apply only where the loop or transport transmission facilities are subject to unbundling and, as to access to the TDM capabilities of SBC CALIFORNIA's hybrid loops, only with respect to any existing capabilities of SBC CALIFORNIA's hybrid loops. SBC CALIFORNIA has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.
- 4.7 SBC CALIFORNIA shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC CALIFORNIA), and in the state specific Appendix Pricing (SBC CALIFORNIA) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.
- 4.8 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.8 of this Amendment.
- 4.9 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the SBC CALIFORNIA in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

5. Fiber Loops.

5.1 Definitions.

- (A) Fiber-to-the-home loops. A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- (B) Fiber-to-the-curb loops. A fiber-to-the-curb loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect 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.

- 5.2 New builds. SBC CALIFORNIA is not required to provide nondiscriminatory access to a fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when SBC CALIFORNIA deploys such a loop to a residential unit that previously has not been served by any loop facility.
- 5.3 Overbuilds. SBC CALIFORNIA is not required to provide nondiscriminatory access to fiber-to-the-home loop or a fiber-to-the-curb loop on an unbundled basis when SBC CALIFORNIA has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

- (A) SBC CALIFORNIA must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the-curb loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC CALIFORNIA retires the copper loops pursuant to paragraph (a)(3)(iii) of this section.
- (B) When SBC CALIFORNIA maintains the existing copper loops pursuant to paragraph (a)(3)(ii)(A) of this section, SBC CALIFORNIA need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case SBC CALIFORNIA shall restore the copper loop to serviceable condition upon request.
- (C) When SBC CALIFORNIA retires the copper loop pursuant to paragraph (a)(3)(iii) of this section, SBC CALIFORNIA shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the-curb loop on an unbundled basis.

5.4 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop or a fiber-to-the-curb loop, SBC CALIFORNIA must comply with:

- (A) The network disclosure requirements set forth in section 251(c)(5) of the Act and in § 51.325 through § 51.335; and
- (B) Any applicable state requirements.

- 6. 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.
- 7. Intentionally Left Blank.
- 8. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC CALIFORNIA shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue 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 SBC CALIFORNIA has adopted the FCC ISP terminating compensation plan ("FCC Plan") in CALIFORNIA, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC CALIFORNIA's right to exercise its option at any time to adopt on a date specified by SBC CALIFORNIA the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be 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.

9. This Amendment shall not modify or extend the effective date or term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed and is subject to approval by the California Public Utilities Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 16th day of January, 2006, by the Parties, signing by and through their duly authorized representatives

Sprint Communications Company L.P.

Southwestern Bell Telephone, L.P. d/b/a SBC
California by AT&T Operations, Inc., its authorized
agent

By: W. Richard Morris

By: Rebecca L. Sparks

Name: W. Richard Morris
(Print or Type)

Name: Rebecca L. Sparks
(Print or Type)

Title: VP, State Reg. Aff
(Print or Type)

Title: Executive Directory-Regulatory

Date: 1-9-06

Date: JAN 16 2006

FACILITIES-BASED OCN # 8941

ACNA UTC

AT&T Wholesale Amendment

Amendment to
Interconnection Agreement
between
Sprint Communications Company L.P.
and
Pacific Bell Telephone Company d/b/a AT&T California

Pursuant to this Amendment (the "Amendment") Sprint Communications Company L.P. ("Sprint"), a Delaware Limited Partnership, and Pacific Bell Telephone Company d/b/a California ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties approved by the California Public Utilities Commission on January 16, 2003, as amended ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

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, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 5.2, General Terms and Conditions in its entirety and replace it with the following:

5. EFFECTIVE DATE

5.2 Notwithstanding anything to the contrary in this Agreement, the term of this Agreement shall commence upon the Effective Date of the Agreement and shall expire on January 20, 2013 (the "Term"). Absent the receipt by one Party of written notice from the other Party at least 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4. Until January 20, 2013, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be effective as of January 21, 2010.

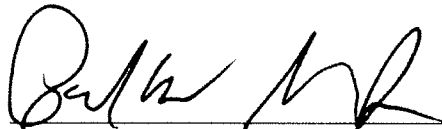
[Signatures continued on next page]

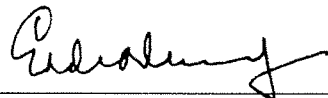
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Communications Company L.P.

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

By: 

By: 

Name: Paul W Schieffer Jr
 (Print or Type)

Name: Eddie A. Reed, Jr.

Title: VP, Roaming & Access Planning
 (Print or Type)

Title: Director-Interconnection Agreements

Date: 2/3/10

Date: 2-4-10

	Resale OCN	CLEC OCN
CALIFORNIA	7483	8941
ACNA UTC		

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		<u>(Date Filed / Received Stamp by CPUC Industry Division)</u> Date AL served on parties: October 1, 2010	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 38241	Requested Effective Date: October 31, 2010	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Elizebeth Hansen		regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2011 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) ALJ-181			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ <i>Rev. 09/24/07</i>		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2010

U 1001 C
 Advice Letter No. 38241

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7 Line 45 of:
<http://www.bea.gov/newsreleases/national/gdp/2008/xls/gdp308a.xls> New rates noticed in the amendment will become effective January 1, 2011.

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 6.2 of ALJ-181, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
BLC Management LLC
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
CommPartners, LLC
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.

Essex Acquisition Corporation
FiberRide, Inc.
First Communications, LLC
Frazier Mountain Internet Services, Inc.
FreedomStarr Communications, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
Integrated Telemanagement Services, Inc.
Integrated TeleServices, Inc.
InterMetro Communications, Inc.
IP Networks, Inc.
KMC Telecom V, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
LSSi Corp.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCI WORLDCOM Communications, Inc.
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Midwestern Telecommunications, Inc.
Mpower Communications Corp.
Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.

QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Roseville Telephone Company
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Solarity Communications LLC
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TESCO
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2010, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2010.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal", written in a cursive style.

Executive Director

Attachment

AT&T California Advice Letter Service List

Via U.S. Mail

Arch Wireless
Jim Mossbarger
P.O. Box 457
Brea, CA 92822

Via e-mail

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bwilde@creatint.com
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diane.peters@globalcrossing.com
esther.northrup@cox.com
fernb@valleyyellowpages.com
gerald.varcak@bankofamerica.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
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john_gutierrez@cable.comcast.com
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judypau@dwt.com
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mariacarbhone@dwt.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
pcasciato@sbcglobal.net
PUCUpdates@BlueCasa.com
regulatory@surewest.com
rejones@cmmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
stoverlaw@gmail.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park Drive	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607	(510) 385-6791		
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Peter Casciato	Attorney	355 Bryant Street	Suite 410	San Francisco	CA		415-291-8661	415-291-8165	pcasciato@sbcglobal.net
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	(214) 858-3308	(214) 858-3082	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kröss@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
BLC Management LLC	13 State - Interconnection	Danny Michael	President	11121 Highway 70	Suite 202	Arlington	TN	38002	(901) 596-7610	(901) 328-5608	dmichael@telcomteam.com
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali Street		Santa Barbara	CA	93101	(805) 966-1736	(805) 452-3594	DOas@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	gregh@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield Road	Suite 330	Oak Park	MI	48237	(248) 784-2544	(248) 784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzter	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sftzter@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
CommPartners, LLC	Interconnection	David Clark	President	8350 S. Durango Drive	Suite 200	Las Vegas	NV	89113	(702) 367-8647	(702) 365-8647	
Competitive Communications, Inc.	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503	(909) 687-6100	(909) 687-6103	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove Village	IL	60007	(847) 685-8871	(847) 685-8650	caseyw@countryconnect.us
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs and ILEC Relations	7000 North Mopac Expressway	2nd Floor	Austin	TX	78731	(512) 514-6380	(512) 514-5620	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	

Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Brian A Bolinger		2997 LBJ Freeway	Suite 225	Dallas	TX	75234	(972) 488-5500 X4018	(972) 406-0193	brian.bolinger@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jioxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
FreedomStarr Communications, Inc.	Sectional - see Comments	Gary H. Hickox	CEO	7985 Santa Monica Blvd	Suite #7	West Hollywood	CA	90046	(888) 956-3400	(888) 956-3401	gary@americanfone.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818)956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	Sectional - see Comments	Geoff Cookman		100 Newport Ave, EXT		Quincy	MA	2171	(617) 933-5521	(617) 847-0931	gcookman@granitenet.com
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen Counsel	6 west Rose St.	Suite 500	Walla Walla	WA	99362		(509) 522-2300	gforge@highspeed.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	(678) 387-3802	(678) 387-2791	brian.murdoch@hypercube-llc.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	81 David Love Place	Suite 100	Santa Barbara	CA	93117	(805) 884-6396	(805) 880-1577	
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	(408) 962-2915	(408) 962-2919	jonathan@onfiber.com
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons Freeway	Suite 3031	Dallas	TX	75207	214-646-8035	216-373-4828	jslater@infotelecom.us
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720	(559) 447-2100	(559) 447-2121	
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President, Business & Legal Affairs	2685 Park Center Drive	Building A	Simi Valley	CA	93065	(805) 433-8000	(805) 582-1006	glenn.harris@intermetro.net
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(949) 922-5432	(562) 494-4977	rgeorge@ipnetworksinc.com
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of Regulatory Affairs	1755 North Brown Road		Lawrenceville	GA	30043	(678) 985-7900	(678) 985-6213	
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 410-1508	(502) 515-4138	john.greive@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
LSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837	(732) 512-2100	(732) 512-2103	harris@lsi.net
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopack	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	(214) 432-1468	(214) 432-1576	sklopack@matrixbt.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2610	(845) 695-2669	amaimon@mediacomcc.com
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 607-2003	(212) 635-5074	daro@mettel.net
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	708-679-5050	708-679-5062	JerryHolt@mymti.com

Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Navigator Telecommunications, LLC.	13 State - Interconnection	Michael McAlister	General Counsel	8525 Riverwood Park Dr		North Little Rock	AR	72113	505-301-1623	501-301-1692	mike@navtel.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 384-8040	(312) 346-3276	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President-External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	360-906-9775	360-737-0828	pbewick@newedgenetworks.com
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	(740) 549-1092	(740) 548-1173	sfenker1@earthlink.net
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5041	(561) 454-5078	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 285-8010	(510) 868-8418	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750		todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2115	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
Pacific Centrex Services, Inc.	Sectional - see Comments	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujana Avenue		North Hollywood	CA	91605	(818) 623-2300 X1189	(818) 623-2301	pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations Manager	6801 Morrison Boulevard		Charlotte	NC	28211	(704) 319-1946		Al.Finnell@paetec.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(408) 343-8206	(949) 200-6062.	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	225 West Washington Street	Ste. 1285	Chicago	IL	60606	(312) 506-0933	(312) 506-0931	dmeldazis@peerlessnetwork.com
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	(213) 232-3450	(213) 232-3451	aponnath@pgtelecom.net
PhoneCo, L.P.	13 State - Interconnection	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	214-678-9899	214-978-6443	Pbarfield@Accutel.net
Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	(818) 348-3300		s.zolfonoon@planettelesis.com
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014	(513) 942-7900	(513) 942-5579	
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9090	(818) 380-9099	Keith@preferredlongdistance.com
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	(530) 822-0326	(530) 671-3215	admin@prepaid.cx
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	(214) 746-6363	(214) 821-0343	fxm@qtelephone.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(415) 209-7044	(877) 712-6792	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	(303) 383-6653	(303) 896-1107	daphne.butler@qwest.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080	(650) 246-8900		
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 802-8006	(650) 475-8429	mdurkin@rawbw.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-310-6332	415-901-2201	mhornor@relianceglobalcomm.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	(254) 583-2700		maryannmitchell@balornet.com
Roseville Telephone Company	Interconnection	Greg Gierczak	Executive Director-Regulatory	8150 Industrial Ave		Roseville	CA	95678	(916) 786-6141	(916) 786-1877	
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-459-8240	707-370-6666	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	(214) 495-4847	(214) 495-4795	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 864-5504	(720) 494-6600	smcgurkin@intrado.com
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-6888	(530) 926-8831	peter@snowcrest.net
Solarity Communications LLC	Interconnection	Neal Behgooy	President	14902 Preston Rd	Suite 404/1072	Dallas	TX	75254	214-586-0008	214-317-4717	neal@solaritytelecom.com
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO	2260 Apollo Way		Santa Rosa	CA	95407	(707) 522-1000	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-4413	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7847	(732) 345-7892	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	(913) 315-9348		Interconnection2@sprint.com
SureWest Televideo	Interconnection	Fred Arcuri	Sr. VP & COO	200 Vernon		Roseville	CA	95678	(916) 786-1440		
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public Policy	925 Thomas Drive		Warminster	PA	18974	(267) 803-4349		femccomb@cavtel.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5030	(661) 253-5036	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9500	(207) 774-9508	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com

Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Jeff Compton	Vice President	606 E. Huntington Drive		Monrovia	CA	91016	(626) 415-1016	9626) 252-3490	jcompton@telscape.net
TESCO	Interconnection	Edwin D. Jones	Chairman	355 Starling Rd		Mill Valley	CA	94941	(800) 383-1825	(800) 383-1825	
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Rhaphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	(618) 623-2300 X 1189	(618) 623-2301	pcs1regulatory@gmail.com
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312) 381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	(916) 233-5620	(916) 442-5620	esprague@vayatelecom.com
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	(925) 244-1800	(925) 244-1940	gary.storm@vcmsolutions.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	Cheryl.klepper@verizon.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection	Kristopher E. Twomey	Attorney	1725 I Street, N.W.	Suite 300	Washington	DC	20006	(510)- 285-8012	(202) 517-9175	kris@lokt.net
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory Contracts	13865 Sunrise Valley Drive		Herndon	VA	20171	(703) 547-2109	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

**AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY¹ d/b/a AT&T CALIFORNIA ("AT&T California"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, on December 1, 2008 AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE rates and file an advice letter by October 1, 2010 to reflect the revised UNE rates, which will be effective January 1, 2011; and

WHEREAS, pursuant to Resolution ALJ-181, this filing will become effective, absent rejection of the advice letter by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").²

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE Recurring Rates in the **AT&T California** Pricing Schedule to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2011.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via

¹ Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California.

²Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

22 State Generic Attachment Number			Current 2010 Recurring Rate	2011 Modified Recurring Rate
	<u>GENERIC TERMINOLOGY</u>			
	<u>NETWORK ELEMENTS</u>			
	<u>LOOPS</u>			
	<u>OANAD Terminology - LINKS)</u>			
13		2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
13		2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
13		2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
13		2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
13		4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
13		4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
13		4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

13		4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
13		4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
13		2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
13		2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
13		2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
13		2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
13		DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

13		DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
13		DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
13		DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
13		PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
13		PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

13		Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
13		Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
13		Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
13		ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
13		ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
	DS3 Loop			
13		Zone 1	\$ 474.73	471.17
13		Zone 2	\$ 702.79	697.52
13		Zone 3	\$ 1,388.30	1377.89
13		Statewide	\$ 563.73	559.50
13		IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
13		IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

13		ISDL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
13		ISDL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
	<u>Interoffice Transport</u> <u>(OANAD Terminology - Dedicated Transport)</u>			
	<u>DS-0</u>			
		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 4.52	4.49
		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.01	0.01
13	<u>DS-1</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
13				
13	<u>DS-3</u> <u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
13		Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
13		Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77

AT&T Wholesale Amendment



September 30, 2011

U 1001 C
 Advice Letter No.

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission Decision 09-02-017, dated February 20, 2009, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017 and the Settlement Agreement require AT&T to file an annual advice letter modifying the unbundled network element ("UNE") recurring rates in interconnection agreements on October 1st of each year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{UNE} = \text{old price}_{UNE} * (1 + \text{index})$$

where
 $\text{index} = \text{Inflation}_{\text{previous year}} - 2.25\%$
 where
 $\text{Inflation}_{\text{previous year}} \leq 3.00 \text{ and } \geq 1.50.$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2010= 1.2).

http://www.bea.gov/newsreleases/national/gdp/2011/pdf/gdp2q11_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.2 which is less than the 1.5 minimum threshold. Thus, AT&T will use 1.5 to calculate the index.

Index= 1.5%-2.25% = -0.75%

Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of ALJ-257, which states that any amendments to Interconnection Agreements shall become effective 30 days from the filing date.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
AccuTel of Texas, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Apex Telecom, Inc
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Communications, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadwing Communications, LLC
Brooks Fiber Communications
Budget PrePay, Inc.
BullsEye Telecom, Inc.
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Competisys Corporation
Competitive Communications, Inc.
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Cost Plus Communications, LLC
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
DMR Communications, Inc.
dPi Teleconnect, L.L.C.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegent Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
FiberRide, Inc.

First Communications, LLC
Frazier Mountain Internet Services, Inc.
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Global Metro Networks California, LLC
Granite Telecommunications, LLC
HighSpeed.Com of California, L.L.C.
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Info-Tech Communications
Infotelecom, LLC
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MCC Telephony of the West, LLC
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MCImetro Access Transmission Services LLC
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Mpower Networks Services, Inc.
Navigator Telecommunications, LLC.
Neutral Tandem-California, LLC
New Edge Network, Inc.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
PG Telecom of California, Inc.
PhoneCo, L.P.
Planet Telesis, Inc.
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
Pre-Paid Tel.Com Inc
Quality Telephone, Inc.
QuantumShift Communications, Inc.

Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
Sierra Advantage, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
Telephone Service Incorporated
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Think 12 Corporation
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
United Communications Systems, Inc
Utility Telephone, Inc
Vaya Telecom, Inc.
VCOM Solutions, Inc.
Verizon California Inc.
Verizon Select Services, Inc.
West Coast Voice & Data, Inc.
Western States Teleport
Wholesale Airtime, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed September 30, 2011, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 30, 2011.

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal". The signature is written in a cursive, flowing style.

Executive Director

Attachment

Page 7 of 23 CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Email	Notice Contact Fax	Notice Contact Phone
360networks (USA) inc.	Interconnection	Michel Singer Nelson	Associate General	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	Michel.nelson@360.net	303-854-5100	303-854-5513
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003		(805) 642-5917	(805) 642-2880
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	markj@AccessOneInc.com	312 441-1010	312 441-9990
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product	1100 Crescent Green	Suite 109	Cary	NC	27518	jared.welch@accesspointi	(919) 851-5422	(919) 827-0448
AccuTel of Texas, Inc.	13 State - Interconnection	Ken Weaver	President	23825 Commerce Park	Suite C1	Dallas	TX	75247			
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel -	1000 Progress Place		Concord	NC	28025	kkuder@acninc.com	(704) 260-3304	(704) 260-3434
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	jjoxley@integratelecom.co m	503-453-8223	503-436-8118
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	cat@airespring.com	(818) 786-9225	(818) 786-8990 ext 236
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	mhayes@alec.net	(859) 721-4201	(859) 254-9667
Apex Telecom, Inc	13 State - Interconnection - Renegotiated 1	C. Hong Wong	CEO	113 10th Street		Oakland	CA	94607			(510) 385-6791
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public	620 Third Street		San Francisco	CA	94107	nlubamersky@telepacific.c om	(510) 995-5603	(510) 995-5602
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	sheilapaananen@att.com	(425) 898-8813	(425) 898-9634
AT&T Corp.	22 State - Interconnection - Renegotiated 3	Melinda Ramirez	Lead Carrier Accounts	308 S. Akard	Room 1530	Dallas	TX	75202	mr3247@att.com	(214) 858-3082	(214) 858-3308
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope	Suite 1050	Los Angeles	CA	90068	lderme@bbcom.com	(213) 489-4202	(213) 489-2156
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	kröss@bandwidth.com	(919) 297-1101	(919) 945-1020
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	rnacchio@bcntele.com	(908) 470-4707	(908) 470-4700
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108			(816) 300-3322
Blue Casa Communications, LLC	Sectional - see Comments	Don Oas	President	10 East Yanonali		Santa Barbara	CA	93101	DOas@bluecasa.com	(805) 452-3594	(805) 966-1736
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	jeff@cerroalto.com	9805) 543-8701	(805) 543-8700
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	Marva.Johnson@bhnis.co m	813.472.1160	813.387.3651
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406		610-755-0259	610-755-4872
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product	1324 Barksdale	Suite 200	Bossier City	LA	71111	gregh@budgetprepay.com	318-908-9080	318-671-5765
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey		25900 Greenfield	Suite 330	Oak Park	MI	48237	dbailey@bullseyetelecom.	(248) 784-2501	(248) 784-2544
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	edorm@cot.net	(530) 397-2345	(530) 397-2211
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center		Los Angeles	CA	90065		(323) 908-1078	(626) 249-0842
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate	Suite 300	Atlanta	GA	30339	greg.darnell@cbeyond.net	(678) 424-2500	(678) 424-2467
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	sfetzer@4acct.com	(209) 368-1252	(209) 365-9500
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr	12405 Powerscourt Dr		St. Louis	MO	63131	Michael.Moore@charterc Beth_Choroser@comcast. com	314-965-6640	314-543-2414
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103		215-286-5039	215-286-7893
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive	3816 Ingersoll Avenue		Des Moines	IA	50312	stevin@comitycommunica	866-646-5232	877-302-2584
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief	1402 Michelson Dr	Ste 232	Irvine	CA	92612		(949) 417-2803	(949) 417-2800
	13 State - Interconnection - Renegotiated 2	Larry Halstead	CFO	3751 Merced Drive	Suite A	Riverside	CA	92503		(909) 687-6103	(909) 687-6100
Competitive Communications, Inc.			Sr. Director,	433 East Las Colinas							
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Regulatory Affairs	Bldv.	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
			Sr. Director,	433 East Las Colinas							
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Regulatory Affairs	Bldv	Suite 1300	Irving	TX	75039	becky.gipson@excel.com	(866) 418-9750	(972) 910-1453
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	aram@connectto.com	(818) 546-4617	(818) 546-4601
Cost Plus Communications, LLC	13 State - Interconnection	Casimir Wojciechowski	President	1850 Howard Street	Unit C	Elk Grove	IL	60007	caseyw@countryconnect.	(847) 685-8650	(847) 685-8871
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State	2111 W. Braker Lane	Suite 100	Austin	TX	78758	kmudge@covad.com	(512) 794-6006	(512) 794-6197
	13 State - Interconnection - Renegotiated 2										
Cox California Telcom, LLC		Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608	douglas.garrett@cox.com		
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070		(650) 592-1562	(650) 598-4100
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	stoverlaw@gmail.com	(415) 495-3632	(415) 495-7000
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	haxelrod@cypresscom.net	(404) 812-7882	(404) 442-0749
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	dave@dmrcom.net		(714) 404-2988
	13 State - Interconnection - Renegotiated 1		Vice President of Operations						chuck.hartley@dpitelecon nect.com		
dPi Teleconnect, L.L.C.		Charles Hartley		1330 Capital Parkway		Carrolton	TX	75006		(972) 488-8676	(972) 488-5500
	13 State - Interconnection - Renegotiated 2										
DSLnet Communications, LLC		Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	shobbs@megapath.com	(203) 284-6101	(203) 284-6109
	13 State - Interconnection - Renegotiated 3										
Easton Telecom Services, LLC	Sectional - see Comments - Renegotiated 2	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286		(330) 659-9379	(330) 659-6700
			EVP, General Counsel		1201 NE Lloyd Blvd, Suite 500				jjoxley@integratelecom.co m		
Electric Lightwave, Inc		J. Jeffery Oxley		Integra Telecom, Inc.		Portand	OR	97232		(503) 453-8223	(503) 436-8118
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of	1031 South Glendora		West Covina	CA	91790	thomas.haluskey@ecntel.c	(626) 582-1276	(800) 777-8003
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of	3800 Arco Corporate	Suite 310	Charlotte	NC	28273	dave.gibson@entelegent.c	(866) 295-0471	(704) 323-7464

Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092			(800) 456-8353
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress		Delray Beach	FL	33445		(407) 671-3672	(407) 681-5281
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	johnwilcox@jwecorp.com	(949) 366-9148	(949) 366-8366
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs:	3340 West Market		Akron	OH	44333	mcegelski@firstcomm.co	(330) 835-2330	(330) 835-2472
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton		Elk Grove	CA	95624	linda.saldana@ftr.com	(916) 686-3569	(916) 686-3590
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	Raymond@gtccorp.com		(818) 956-5941
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale		Atlanta	GA	30340	mgagne@globalconnectio	(678) 966-8522	(678) 966-8400
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General	225 Kenneth Drive		Rochester	NY	14623	Michael.Shortley@globalcr		
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	damastando@swidlaw.co	(202) 424-7645	(202) 424-7500
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171		617-933-5550	617-687-5619
HighSpeed.Com of California, L.L.C.	Interconnection	Gregory Forge	Vice Pres & Gen	6 west Rose St.	Suite 500	Walla Walla	WA	99362	gforge@highspeed.com	(509) 522-2300	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Brian Murdoch	Director - Carrier Management	5300 Oakbrook Parkway	Building 300, Suite 330	Norcross	GA	30093	brian.murdoch@hypercub	(678) 387-2791	(678) 387-3802
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-	1850 Howard Street	Suite 1500	Elk Grove	IL	60007	e-llc.com	(678) 387-2791	(678) 387-3802
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	carlos.delafuente@level3.	(847) 685-8944	(847) 685-8914
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory	520 Broad Street	14th Floor	Newark	NJ	7102	com	(720) 888-5134	(720) 888-2620
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	Carl.Billek@corp.idt.net	(973) 438-1455	(973) 438-4854
Info-Tech Communications	13 State - Interconnection	Jonathan Radin	Senior Attorney	3031 Corvin Drive		Santa Clara	CA	95051	gwilson@implulse.net	(805) 880-1577	(805) 884-6396
Infotelecom, LLC	13 State - Interconnection	Jeff Slater	Regulatory Manager	1950 N. Stemmons	Suite 3031	Dallas	TX	75207	jonathan@onfiber.com	(408) 962-2919	(408) 962-2915
Integrated Communications Consultants, Inc	Interconnection	Alex Ponnath	Chief Technology Officer	333 Washington Blvd	Suite 15	Marina del Rey	CA	90292	jslater@infotelecom.us	216-373-4828	214-646-8035
Integrated Telemanagement Services, Inc.	Sectional - see Comments	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	alexp@iccinternet.com	(213) 232-3521	(213) 232-3421
Integrated TeleServices, Inc.	Sectional - see Comments	Ed Jacobs	President	575 E. Locust	Suite 201	Fresno	CA	93720		(727) 738-5554	(727) 738-5553
InterMetro Communications, Inc.	Interconnection	Glenn A. Harris	Vice President,	2685 Park Center	Building A	Simi Valley	CA	93065		(559) 447-2121	(559) 447-2100
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	glenn.harris@intermetro.n	(805) 582-1006	(805) 433-8000
KMC Telecom V, Inc.	Interconnection - Renegotiated 1	James Mertz	Director of	1755 North Brown		Lawrenceville	GA	30043	rgeorge@ipnetworksinc.co	(562) 494-4977	(949) 922-5432
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection	1025 Eldorado Blvd		Broomfield	CO	80021	m	(562) 494-4977	(949) 922-5432
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	John Greive	VP and General Counsel	1901 Eastpoint Parkway		Louisville	KY	40223	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	john.greive@lightyear.net	(502) 515-4138	(502) 410-1508
LSSI Corp.	Sectional - see Comments	Robert P. Harris	Vice President	101 Fieldcrest Avenue	Raritan Plaza III	Edison	NJ	8837		(502) 515-4138	(502) 410-1508
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Scott Klopach	General Council	7171 Forest Lane	Suite 700	Dallas	TX	75230	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President,	Mediacom	100 Crystal Run Road	Middletown	NY	10941	harris@lssi.net	(732) 512-2103	(732) 512-2100
MCI WORLDCOM Communications, Inc.	Interconnection	Chris T. Antoniou	Network and	1320 N. Court House	9th Floor	Arlington	VA	22201	sklopach@matrixbt.com	(214) 432-1576	(214) 432-1468
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House	9th Floor	Arlington	VA	22201	amaimon@mediacomcc.c	(845) 695-2669	(845) 695-2610
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Midwestern Telecommunications, Inc.	22 State - Interconnection - Renegotiated 1	Jerry E. Holt	President	65 East 16th Street	Suite 300	Chicago Heights	IL	60411	christos.t.antoniou@veriz	(703) 351-3656	(703) 351-3006
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	daromettel.net	(212) 635-5074	(212) 607-2003
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic	620 Third St		San Francisco	CA	94107	JerryHolt@mymti.com	708-679-5062	708-679-5050
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic	620 Third Street		San Francisco	CA	94107	stthomas@tminc.com	(407) 740-0613	(407) 740-8575
Navigator Telecommunications, LLC.	Interconnection - X2A Successor - Renegotiated 1	Michael McAlister	General Counsel	8525 Riverwood Park Drive		North Little Rock	AR	72113	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	om	(510) 995-5603	(510) 995-5602
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Penny H. Bewick	Vice President- External Affairs	3000 Columbia House Blvd., Suite 106	Suite 106	Vancouver	WA	98661	nlubamersky@telepacific.c	(510) 995-5603	(510) 995-5602
Nexus Communications, Inc.	Interconnection	Steven Fenker	President	3629 Cleveland Ave.	Suite B	Columbus	OH	43224	mike@navtel.com	(501) 954-1602	(501) 954-4000
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave,	Orlando	FL	32817	rgavillet@neutraltandem.c	(312) 346-3276	(312) 384-8040
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Cousel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	pbewick@newedgenetwor		
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	ks.com	360-737-0828	360-906-9775
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory	1515 K Street	Suite 100	Sacramento	CA	95814	sfenker1@earthlink.net	(740) 548-1173	(740) 549-1092
OACYS Telecom, Inc.	Interconnection										
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs	6855 Tujunga Avenue		North	CA	91605			
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory	4210 Coronado		Stockton	CA	95204	Pcs1regulatory@gmail.co	818-623-2501	818-623-2300 x
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Carrier Relations	6801 Morrison		Charlotte	NC	28211	lmartin@pacwest.com	(209) 444-3643	(209) 926-3235
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	Al.Finnell@paetec.com		(704) 319-1946
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606		(949) 200-6062.	(408) 343-8206
PG Telecom of California, Inc.	Interconnection	Alex Ponnath	President	30251 Golden Lantern	Suite E, PMB 508	Laguna Niguel	CA	92677	dmeldazis@peerlessnetwo	(312) 506-0931	(312) 506-0933
PhoneCo, L.P.	22 State - Interconnection - Renegotiated 1	Peni Barfield	CEO	7900 John Carpenter Freeway		Dallas	TX	75247	aponnath@pgtelecom.net	(213) 232-3451	(213) 232-3450

Planet Telesis, Inc.	13 State - Interconnection	Sirus Zolfonoon	Planet Telesis, Inc.	20501 Ventura Blvd.	Suite 148 A	Woodland Hills	CA	91364	s.zolfonoon@planettelesis		(818) 348-3300
PNG Telecommunications, Inc.	Sectional - see Comments	Stacey Lewis	Assistant Counsel	100 Commercial Drive		Fairfield	OH	45014		(513) 942-5579	(513) 942-7900
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice	16830 Venture Blvd.	Suite 350	Encino	CA	91436	Keith@preferredlongdista	(818) 380-9099	(818) 380-9090
Pre-Paid Tel.Com Inc	Sectional - see Comments - Renegotiated 2	Stephen Goodman	Chief Financial Officer	409 Center St		Yuba City	CA	95991	admin@prepaid.cx	(530) 671-3215	(530) 822-0326
Quality Telephone, Inc.	13 State - Interconnection - Renegotiated 1	Frank McGovern	Manager	2777 North Stemmons Freeway	Suite 701	Dallas	TX	75207	fxm@qtelephone.com	(214) 821-0343	(214) 746-6363
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	jbrown@vcmsolutions.com	(877) 712-6792	(415) 209-7044
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Daphne Butler	Corporate Counsel	1801 California Street	10th Floor	Denver	CO	80202	daphne.butler@qwest.co	(303) 896-1107	(303) 383-6653
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080			(650) 246-8900
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	mdurkin@rawbw.com	(650) 475-8429	(650) 802-8006
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	mhornor@relianceglobalcomm.com	415-901-2201	415-310-6332
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570	maryannmitchell@balorne		(254) 583-2700
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	mike@willitsonline.com	707-370-6666	707-459-8240
Sage Telecom, Inc.	Sectional - see Comments	John T. Debus	Regulatory Affairs	3300 E. Renner Road	Suite 350	Richardson	TX	75082	sflatt@sagetelecom.net	(214) 495-4795	(214) 495-4847
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	smcgurkin@intrado.com	(720) 494-6600	(720) 864-5504
Sierra Advantage, Inc.	13 State - Interconnection	Joseph Isaacs	Consultant	c/o ISG-Telecom Consultants Int'l	4274 Enfield Court, Suite 1600	Palm Harbor	FL	34685	isaacs@isg-telecom.com	(727) 939-2672	(727) 738-5553
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount	Suite 7	Mount Shasta	CA	96067	peter@snowcrest.net	(530) 926-8831	(530) 926-6888
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	dane@corp.sonic.net	(707) 547-3403	(707) 522-1000
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove	Quad 3-C	Rosemead	CA	91770	thomas.k.braun@sce.com	(626) 302-3990	(626) 302-4413
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	vleon@spectrotel.com	(732) 345-7892	(732) 345-7847
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager - ICA Solutions	P.O. BOX 7954		SHAWNEE MISSION	KS	66207	Interconnection2@sprint.com		(913) 315-9348
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	fjasinski@surewest.com	916-786-1877	916-786-1597
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Francie McComb	Sr. Vice President Law and Public	925 Thomas Drive		Warminster	PA	18974	femccomb@cavtel.com		(267) 803-4349
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	travis@tctelephone.com	530-527-6072	530-529-1968
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	arasura@tcastcom.com	(661) 253-5036	(661) 253-5030
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard		9606 N Mopac Expressway	7th Floor	Austin	TX	78759	jswickard@telwestservices.com		512-381-8800
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	President	10180 Telesis Court	Suite 150	San Diego	CO	92121	bryan.hertz@telcentris.co	(801) 927-6148	(858) 952-0696
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	kphotiades@pioneertelep	(207) 774-9508	(207) 774-9500
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	azabit@ndw.com	(415) 276-8202	(415) 276-8002
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	mok@ttcmail.net	(310) 286-7676	(310) 789-7979
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	ctjr001@attglobal.net	(443) 628-0070	(214) 826-9877
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	jeff@telequality.com	(707) 471-5499	(210) 408-0388
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand	Suite 3100	Los Angeles	CA	900711550	jholop@telscape.net	(213) 344-2030	(213) 344-2010
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujuna Avenue		North Hollywood	CA	91605	pcs1regulatory@gmail.com	(618) 623-2300 X 1189	(618) 623-2301
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee									
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	jake.lee@hellodial.com	(630) 875-9760	(630) 875-9750
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Julie Laine	Group Vice President & Chief Counsel,	60 Columbus Circle		New York	NY	10023	julie.laine@twcable.com	(704) 973-6239	(212) 364-8482
Tri-M Communications, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	btwomey@tncii.com	617-369-1117	617-369-1210
tw telecom of california l.p.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General	10475 Park Meadows Drive		Littleton	CO	80124		(303) 566-1010	(303) 566-1279
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives	620 Third St.		San Francisco	CA	94107	nlubamersky@telepacific.com	(510) 995-5603	(510) 995-5602
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker	7th Floor	Chicago	IL	60606	csurdenik@callone.com	(312)381-8301	(312) 681-8311
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	glenn@stoverlaw.net	(415) 495-3632	(415) 495-7000
Vaya Telecom, Inc.	Interconnection	Ethan Sprague		1020 18th Street		Sacramento	CA	95814	esprague@vayatelecom.co	(916) 442-5620	(916) 233-5620
VCOM Solutions, Inc.	Sectional - see Comments - Renegotiated 1	Gary Storm	President	12647 Alcosta Blvd	Suite 470	San Ramon	CA	94583	gary.storm@vcmsolution.com	(925) 244-1940	(925) 244-1800
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	kathy.jespersen@verizonbusiness.com	(805) 373-7515	(805) 372-8333
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039		(972) 465-4715	(972) 465-5153
West Coast Voice & Data, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory	9 Hawk		Irvine	CA	92618	Raphael@gmail.com		(888) 989-2929
Western States Teleport	22 State - Interconnection	Clark Smith		160 Franklin Street	Suite 203	Oakland	CA	94607	csmith@wsteleport.com	510-663-5612	510-663-5686
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels		27515 Enterprise Circle West					greg.m@socaltelephone.com		
Wide Voice, LLC	Interconnection - Renegotiated 1	Greg Michaels	President			Temecula	CA	92590		(951) 693-1550	(951) 693-1880
WiTel Local Network, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	Circle West	Suite 300	Maitland	FL	32751			
Worldwide Telecommunications, Inc.	13 State - Interconnection	Rick Thayer	Director -	1025 Eldorado Blvd		Broomfield	CO	80021	rick.thayer@level3.com	(720) 888-5134	(720) 888-2620
XO Communications Services, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	cheryl@worldwideosp.co	(818) 706-2889	(818) 706-9780
YMax Communications Corp.	Interconnection - Renegotiated 1	Gegi Leeger	Director Regulatory	13865 Sunrise Valley		Herndon	VA	20171	Gegi.Leeger@xo.com	(703) 547-3694	(703) 547-2109
	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm	FL	33405	russop@magicjack.com	(561) 586-2328	(561) 586-3380

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T California) ("AT&T California"), and **CLEC** ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T California entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T California agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2011 to reflect the revised UNE rates, which will be effective January 1, 2012; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace AT&T California Pricing Sheet Exhibit A filed on October 1, 2010 that included certain UNE Recurring Rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017, with the new Pricing Sheet Exhibit A attached hereto, reflecting the 2011 calculated UNE Recurring Rates including (non-IDSL) DSL capable loops as required by Resolution T-17308.
3. The Agreement is hereby amended to further replace certain UNE and DSL Recurring Rates in the AT&T California Pricing Sheet Exhibit A to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T California and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

17308, as reflected in the attached AT&T California Pricing Sheet, Exhibit B. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit B are effective January 1, 2012.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current Recurring Rate	2011 CALTEL Recurring Rate
GENERIC TERMINOLOGY			
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 9.48	9.41
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 12.79	12.69
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 26.43	26.23
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	\$ 11.73	11.64
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	\$ 20.15	20.00
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	\$ 24.38	24.20
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	\$ 36.41	36.14

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	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	\$ 22.41	22.24
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	\$ 3.06	3.04
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 9.98	9.91
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 13.34	13.24
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 27.01	26.81
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	\$ 12.25	12.16
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 48.67	48.30

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	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 63.19	62.72
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 102.76	101.99
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	\$ 56.57	56.15
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	\$ 1.13	1.12
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	\$ 1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	\$ 0.94	0.93
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	\$ 1.11	1.10
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	\$ 0.60	0.60

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	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	\$ 0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	\$ 0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	\$ 0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	\$ 0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	\$ 0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	\$ 0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	\$ 0.52	0.52
DS3 Loop			
	Zone 1	\$ 474.73	471.17
	Zone 2	\$ 702.79	697.52
	Zone 3	\$ 1,388.30	1377.89
	Statewide	\$ 563.73	559.50
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 9.98	9.91
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 13.34	13.24

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	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 27.01	26.81
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	\$ 12.25	12.16
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.52	4.49
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 33.49	33.24
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	\$ 475.95	472.38
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	\$ 4.81	4.77
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	\$ 11.73	11.64
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$ 9.48	9.41
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$ 12.79	12.69
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$ 26.43	26.23

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PSD #2 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #3 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #3 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #3 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #3 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #4 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #4 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #4 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #4 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #5 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #5 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #5 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #5 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
PSD #7 - 2-Wire xDSL Loop Zone 1	\$	9.48	9.41
PSD #7 - 2-Wire xDSL Loop Zone 2	\$	12.79	12.69
PSD #7 - 2-Wire xDSL Loop Zone 3	\$	26.43	26.23
PSD #7 - 2-Wire xDSL Loop Statewide /1/	\$	11.73	11.64
4-Wire xDSL Loop			
PSD #3 - 4-Wire xDSL Loop Zone 1	\$	20.15	20.00
PSD #3 - 4-Wire xDSL Loop Zone 2	\$	24.38	24.20
PSD #3 - 4-Wire xDSL Loop Zone 3	\$	36.41	36.14
PSD #3 - 4-Wire xDSL Loop Statewide /1/	\$	22.41	22.24

		Current 2011 Recurring Rate	2012 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.41	9.34
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.69	12.59
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.23	26.03
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.64	11.55
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	20.00	19.85
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.20	24.02
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	36.14	35.87

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	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.24	22.07
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.04	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.91	9.84
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.24	13.14
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.81	26.61
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.16	12.07
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	48.30	47.94

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	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.72	62.25
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.99	101.23
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	56.15	55.73
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.12	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.93	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.10	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60

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	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	471.17	467.64
	Zone 2	697.52	692.29
	Zone 3	1377.89	1367.56
	Statewide	559.50	555.30
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.91	9.84
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.24	13.14

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	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.81	26.61
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.16	12.07
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.49	4.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	33.24	32.99
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	472.38	468.84
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.77	4.73
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.69	12.59

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	PSD #2 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.41	9.34
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.69	12.59
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.23	26.03
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.64	11.55
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	20.00	19.85
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.20	24.02
	PSD #3 - 4-Wire xDSL Loop Zone 3	36.14	35.87
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.24	22.07

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL) (Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2012			
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 41216	Requested Effective Date: October 31, 2012	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers are Required for "Filer")			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Date Executed _____ Contract Total Rev (\$) _____	
Subject of filing: (Service(s) included) Amendment for 2013 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also must be served on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2012

U 1001 C
 Advice Letter No. 41216

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\text{new price}_{UNE} = \text{old price}_{UNE} * (1 + \text{index})$$

 where

$$\text{index} = \text{Inflation}_{\text{previousyear}} - 2.25\%$$

 where

$$\text{Inflation}_{\text{previousyear}} \leq 3.00 \text{ and } \geq 1.50.$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2011= 2.1).

http://www.bea.gov/newsreleases/national/gdp/2012/pdf/gdp1q12_3rd.pdf

The index is calculated with GDPPI (Inflation) = 2.1

Index= 2.1%-2.25% = -0.15%

Index= -0.15% (price is reduced by 0.15% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.	Fones4All Corporation
A+ Wireless, Inc.	Frazier Mountain Internet Services, Inc.
Access One, Inc	Frontier Communications of America, Inc.
Access Point, Inc.	Global Connect Telecommunications, Inc.
ACN Communications Services, Inc	Global Connection Inc. of America
Advanced TelCom, Inc.	Global Crossing Local Services, Inc.
Airespring, Inc.	Global Metro Networks California, LLC
ALEC, Inc.	Granite Telecommunications, LLC
Arrival Communications, Inc.	Hypercube Telecom, LLC
Astound Broadband, LLC	IBFA Acquisition Company, LLC
AT&T Communications of California, Inc.	ICG Telecom Group, Inc
Backbone Communications, Inc.	IDT America Corp
Bandwidth.com CLEC, LLC	Impulse Telecom, LLC
BCN Telecom, Inc.	Info-Tech Communications
Birch Telecom of the West, Inc.	Infotelecom, LLC
Blue Casa Telephone, LLC	Integrated Telemanagement Services, Inc.
Blue Rooster Telecom, Inc.	Integrated TeleServices, Inc.
Bright House Networks Information Services (California), LLC	InterMetro Communications, Inc.
Broadview Networks, Inc	IP Networks, Inc.
Broadwing Communications, LLC	KMC Telecom V, Inc.
Brooks Fiber Communications	Level 3 Communications LLC
Budget PrePay, Inc.	Lightyear Network Solutions, LLC
BullsEye Telecom, Inc.	Looking Glass Networks, Inc.
Call America, Inc.	LSSi Corp.
Cal-Ore Communications, Inc.	Matrix Telecom, Inc.
CBC Broadband Holdings, LLC	MCC Telephony of the West, LLC
Cbeyond Communications, LLC	MCI WORLDCOM Communications, Inc.
CCT Telecommunications, Inc.	MCImetro Access Transmission Services LLC
Charter Fiberlink CA - CCO, LLC	Metropolitan Telecommunications of California, Inc.
Comcast Phone of California, LLC	Midwestern Telecommunications, Inc.
Competisys Corporation	Mosaic Networx, LLC
Comtel Telcom Assets LP dba Excel Telecommunications	Mpower Communications Corp.
Comtel Telcom Assets LP dba VarTec Telecom	Mpower Networks Services, Inc.
ConnectTo Communications Inc.	Neutral Tandem-California, LLC
Covad Communications Company	New Edge Network, Inc.
Cox California Telcom, LLC	Nexus Communications, Inc.
Creative Interconnect Communications, LLC	nii communications, Ltd.
Curatel, LLC	Norcast Communications Corporation
Cypress Communications Operating Company, Inc.	North County Communications
Digital West Networks, Inc.	O1 Communications, Inc.
DMR Communications, Inc.	OACYS Telecom, Inc.
dPi Teleconnect, L.L.C.	Pacific Centrex Services, Inc.
DSLnet Communications, LLC	Pac-West Telecomm, Inc
Easton Telecom Services, LLC	PaeTec Communications Inc
Electric Lightwave, Inc	PAXIO, Inc.
Enhanced Communications Network, Inc.	Peerless Network of California, LLC
Entelegent Solutions, Inc.	Planet Telesis, Inc.
Ernest Communications, Inc.	Plumas Sierra Telecommunications
Essex Acquisition Corporation	PNG Telecommunications, Inc.
FiberRide, Inc.	Preferred Long Distance, Inc.
First Communications, LLC	Pre-Paid Tel.Com Inc
	Quality Telephone, Inc.
	QuantumShift Communications, Inc.

AT&T CALIFORNIA

Qwest Communications Company, LLC	TeleQuality Communications, Inc.
Race Telecommunications, Inc.	Telscape Communications, Inc.
Raw Bandwidth Telecom, Inc.	Think 12 Corporation
Reliance Globalcomm Services, Inc.	Time Warner Cable Information Services
Rosebud Telephone, LLC	(California), LLC
Rural Broadband Now!, LLC	Trans National Communications International,
Sage Telecom, Inc.	Inc.
SCC Communications Corp.	Tri-M Communications, Inc.
Sierra Advantage, Inc.	tw telecom of california l.p.
SnowCrest Telephone, Inc.	U.S. TelePacific Corp.
Sonic Telecom, LLC	United Communications Systems, Inc
Southern California Edison Company	Utility Telephone, Inc
Spectrotel, Inc.	Vaya Telecom, Inc.
Sprint Communications Company, L.P.	Verizon Avenue Corporation
SureWest Telephone and SureWest Televideo	Verizon California Inc.
Talk America Inc.	Verizon Select Services, Inc.
TC Telephone LLC	West Coast Voice & Data, Inc.
TCAST Communications, Inc	Wholesale Airtime, Inc.
Tel West Communications, LLC	Wide Voice, LLC
TelCentris Communications, LLC	WilTel Local Network, LLC
Telecom Management, Inc.	Worldwide Telecommunications, Inc.
Telekenex, Inc.	XO Communications Services, Inc.
Telephone Connection Local Services, LLC	YMax Communications Corp.
Telephone Service Incorporated	

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2012, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2012.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List

Via e-mail

regtss@att.com	kathy.mcmahon@sprint.com
ajbily@aol.com	ksalazar@telekenex.com
anitataffrice@earthlink.net	leh@cpuc.ca.gov
bwilde@creatint.com	lorrie.bernstein@mossadams.com
channing@tobinlaw.us	lsaldana@czn.com
daguirre@telscape.net	mgomez1@bart.gov
deyoung@caltel.org	norbe@dwt.com
daniel.ostroff@xo.com	patricia.delgado@usmc.mil
diane.peters@globalcrossing.com	pcasciato@sbcglobal.net
esther.northrup@cox.com	regulatory@surewest.com
fernb@valleyyellowpages.com	rejones@ccmi.com
gina.wybel@netwolves.com	rgloistein@orrick.com
hope.christman@verizon.com	rlongview@telecom611.com
info@tobiaslo.com	rmonto@neutraltandem.com
jchicoin@czn.com	terry.houlihan@bingham.com
john_gutierrez@cable.comcast.com	warner@ucsc.edu
jspencer@creatint.com	william.sanders@sfgov.org
judypau@dwt.com	ysmythe@caltel.com
katherine.mudge@covad.com	

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
360networks (USA) Inc.	Interconnection	Michel Singer Nelson	Associate General Counsel	370 Interlocken Blvd.	Suite 600	Broomfield	CO	80021	303-854-5513	303-854-5100	Michel.nelson@360.net
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-9990	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 827-0448	(919) 851-5422	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3434	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-436-8118	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-8990 ext 236	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 W Main Street	Suite 1920	Lexington	KY	40507	(859) 254-9667	(859) 721-4201	mhayes@alec.net
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Communications of California, Inc.	13 State - Interconnection - Renegotiated 2	Sheila Paananen	Lead Carrier Relations Manager	26019 NE 34th Street		Redmond	WA	98053	(425) 898-9634	(425) 898-8813	sheilapaananen@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-2156	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Kade Ross		4001 Weston Parkway	Suite 100	Cary	NC	27513	(919) 945-1020	(919) 297-1101	kross@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4700	(908) 470-4707	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108	(816) 300-3322		
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8700	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.387.3651	813.472.1160	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-4872	610-755-0259	
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Brooks Fiber Communications	Interconnection - Renegotiated 2	Chris T. Antoniou	Network and Technology Law	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3006	(703) 351-3656	christos.t.antoniou@verizon.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Greg Hough	Product Development	1324 Barksdale Boulevard, Suite 200	Suite 200	Bossier City	LA	71111	318-671-5765	318-908-9080	greg@budgetprepay.com
Bullseye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2500	248-784-2501	dbailey@bullseyetelecom.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4acct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-7893	215-286-5039	Beth_Choroser@comcast.com
Competisys Corporation	Sectional - see Comments	William C. Prentice	Chairman/Chief Executive Officer	1402 Michelson Dr	Ste 232	Irvine	CA	92612	(949) 417-2800	(949) 417-2803	
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd.	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Becky Gipson	Sr. Director, Regulatory Affairs	433 East Las Colinas Blvd	Suite 1300	Irving	TX	75039	(972) 910-1453	(866) 418-9750	becky.gipson@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectcto.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6197	(512) 794-6006	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	555 Old County Road	Suite 101	San Carlos	CA	94070	(650) 598-4100	(650) 592-1562	
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 442-0749	(404) 812-7882	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9378	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.net
dPi Teleconnect, L.L.C.	13 State - Interconnection - Renegotiated 1	Charles Hartley	Vice President of Operations	1330 Capital Parkway		Carrollton	TX	75006	(972) 488-5500	(972) 488-8676	chuck.hartley@dpiteleconnect.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6109	(203) 284-6101	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-6700	(330) 659-9379	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	J. Jeffery Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portand	OR	97232	(503) 436-8118	(503) 453-8223	jjoxley@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(800) 777-8003 ext. 9-3590	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegant Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 323-7464	(866) 295-0471	dave.gibson@entelegant.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(800) 456-8353		
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 681-5281	(407) 671-3672	
FiberRide, Inc.	Interconnection	John Wilcox	JWE Corp.	One Mason		Irvine	CA	92618	(949) 366-8366	(949) 366-9148	johnwilcox@jwecorp.com
First Communications, LLC	Interconnection - Renegotiated 1	Mary Cegelski	Mgr of Reg Affairs: Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2472	(330) 835-2330	mcegelski@firstcomm.com
Fones4All Corporation	Sectional - see Comments - Renegotiated 1	Scott A. Sarem	President and CEO	6684 Lemon Leaf Dr		Carlsbad	CA	92009	(760) 533-2470	(760) 607-7135	ssarem@fones4all.com
Frazier Mountain Internet Services, Inc.	Sectional - see Comments	Joseph Isaacs	President	4274 Enfield Court	Suite#1600	Palm Harbor	FL	34685	(727) 738-5553	(727) 939-2672	isaacs@isg-telecom.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3590	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gtccorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark D. Gagne	COO/CFO	3957 Pleasantdale Road		Atlanta	GA	30340	(678) 966-8400	(678) 966-8522	mgagne@globalconnectioninc.com
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Vice President & Regional General Counsel - North	225 Kenneth Drive		Rochester	NY	14623	(585) 255-1426	(585) 334-0201	Michael.Shortley@globalcrossing.com
Global Metro Networks California, LLC	Interconnection	Patrick J Donovan	Attorney	Swidler Berlin Shereff Friedman	3000 K Street, NW, Suite 300	Washington	DC	20007	(202) 424-7500	(202) 424-7645	damastando@swidlaw.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-687-5619	617-933-5550	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1510	(469) 727-1511	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8914	(847) 685-8944	jpalmer@telava.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net

CLECName	ContractType	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8002	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	Manager	9911 W Pico Blvd	Suite 680	Los Angeles	CA	90035	(310) 789-7979	(310) 286-7676	mok@ttcmail.net
Telephone Service Incorporated	Sectional - see Comments	Charles G Taylor, Jr	President	4935 Victor Street		Dallas	TX	75214	(214) 826-9877	(443) 628-0070	ctjr001@attglobal.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(210) 408-0388	(707) 471-5499	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2010	(213) 344-2030	jholop@telscape.net
Think 12 Corporation	22 State - Interconnection - Renegotiated 1	Jake Lee	Account Manager	650 E. Devon Avenue	Suite 133	Itasca	IL	60143	(630) 875-9750	(630) 875-9760	jake.lee@hellodial.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(212) 364-8482	(704) 973-6239	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1210	617-369-1117	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1279	(303) 566-1010	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
United Communications Systems, Inc	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 681-8311	(312)381-8301	csurdenik@callone.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-7000	(415) 495-3632	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 235-2043	(916) 442-5620	jbeausoleil@o1.com
Verizon Avenue Corporation	13 State - Interconnection	Chief Operating Officer		12901 Worldgate Drive		Herndon	VA	20170	(703) 375-4400		
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 372-8333	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Verizon Select Services, Inc.	Sectional - see Comments - Renegotiated 1	Michael Crapp	Director-Contract Management	6665 North MacArthur Blvd	Mailcode HQK02E69	Irving	TX	75039	(972) 465-5153	(972) 465-4715	
West Coast Voice & Data, Inc.	22 State - Interconnection	Rhaphael Tarpley	Regulatory Compliance Clerk	9 Hawk		Irvine	CA	92618	(888) 989-2929		Rhaphael@gmail.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-3031		
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-2620	(720) 888-5134	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-9780 X103	(818) 706-2889	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Rex Knowles	Executive Director - External Affairs	7050 Union Park Avenue	Suite 400	Midvale	UT	84047	(801) 983-1504	(801) 951-2133	rex.knowles@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-3380	(561) 586-2328	russop@magicjack.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2012 to reflect the revised UNE rates, which will be effective January 1, 2013; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2013.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>(OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.34	9.33
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.59	12.57
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	26.03	25.99
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.55	11.53
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.85	19.82
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	24.02	23.98
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.87	35.82
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.07	22.04
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.02
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.84	9.83
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.14	13.12
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.61	26.57
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.07	12.05

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.94	47.87
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.25	62.16
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.23	101.08
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.73	55.65
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.11
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.92
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.09
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	467.64	466.94

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	Zone 2	692.29	691.25
	Zone 3	1367.56	1365.51
	Statewide	555.30	554.47
	ISDL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.84	9.83
	ISDL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.14	13.12
	ISDL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.61	26.57
	ISDL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.07	12.05
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.46	4.45
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.99	32.94
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.84	468.14
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.73	4.72
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.59	12.57

		Current 2012 Recurring Rate	2013 Modified Recurring Rate
	PSD #1 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #2 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #3 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #4 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #5 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.34	9.33
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.59	12.57
	PSD #7 - 2-Wire xDSL Loop Zone 3	26.03	25.99
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.55	11.53
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.85	19.82
	PSD #3 - 4-Wire xDSL Loop Zone 2	24.02	23.98
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.87	35.82
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.07	22.04

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA

AND

SPRINT COMMUNICATIONS COMPANY, L.P.



Signature: eSigned - Paul SchieberSignature: eSigned - Kristen E. ShoreName: eSigned - Paul Schieber
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP Access & Roaming Planning
(Print or Type)Title: Director
(Print or Type)Date: 28 Oct 2013Date: 29 Oct 2013

Sprint Communications Company, L.P.

Pacific Bell Telephone Company d/b/a AT&T
CALIFORNIA by AT&T Services, Inc., its authorized
agent

State	Resale OCN	CLEC OCN
CALIFORNIA	7483	8941

Description	ACNA Code(s)
ACNA(s)	UTC

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
SPRINT COMMUNICATIONS COMPANY, L.P.**

This Amendment modifies the Interconnection Agreement by and between Pacific Bell Telephone Company d/b/a AT&T California¹ ("AT&T") and Sprint Communications Company, L.P. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of California.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective 01/16/2003 and further amended from time to time (the "Agreement"); and

WHEREAS, said Agreement included the ruling from the California Public Utilities Commission's ("CA-PUC's") Decision D. 06-01-043 in Docket No. 05-07-024 regarding implementation of the FCC's Triennial Review Order and Triennial Review Remand Order; and

WHEREAS, on January 16, 2006, the Parties executed a negotiated conforming TRO/TRRO Amendment ("Executed TRRO Amendment"); which AT&T filed on January 23, 2006; and the CA-PUC approved on February 22, 2006; and

WHEREAS, on February 16, 2006, AT&T "bulk filed" a conforming TRO/TRRO Amendment developed as part of CA-PUC Mandate D.06-01-043 TRO/TRRO Collaborative (021706) ("Bulk Filed TRRO Amendment") and the CA-PUC approved on January 26, 2006; and

WHEREAS, on February 21, 2008, the United States District Court for the Northern District of California issued an order reversing, in part, the CA-PUC's Decision; and

WHEREAS on March 4, 2010, the United States Court of Appeals for the Ninth Circuit issued an order affirming the District Court's Order on the DS1 Cap Rule; and

WHEREAS, the Parties desire to amend the Agreement and, more specifically, the TRO/TRRO Attachment to reflect the Courts' decisions;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. The Parties hereby terminate the Executed TRRO Amendment.
2. The Parties hereby ratify the Bulk Filed TRRO Amendment.
3. The TRO/TRRO Attachment to this Agreement is amended as stated below:
 - 3.1 In Section 2.1.3.4, the clause "Total Service Resale" is replaced with the clause "market-based rates";
 - 3.2 The clause "where there is no unbundling obligation for DS3 transport" is deleted from the text of Section 3.1.4.1;
 - 3.3 The text of Section 5.7 is revised to read as follows:

In the event that AT&T changes its Access tariffs, or adds new Access tariff(s), that would restrict or impact the availability or provisioning of Commingled arrangements under this Attachment or the Agreement,

¹ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

AT&T will provide notice to CLEC if the tariff change eliminates the availability of a product pursuant to the notification process associated with such access tariffs as provided for under Section 214.

4. For purposes of this Agreement, the AT&T Notice information as set forth in the General Terms and Conditions has been changed to the following:

Contract Administration
ATTN: Notices Manager
Four AT&T Plaza, 19th Floor
311 Akard Street
Dallas, TX 75202-5398

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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended.
8. 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.

AT&T Wholesale Amendment

Page 2 of 11 CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2013	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing #: 42804	Requested Effective Date: October 31, 2013	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	
Phone No.:		Fax No.:	
Filer	Elizebeth Hansen	regtss@att.com	(415) 778-1479
Certif.		regtss@att.com	(415) 778-1299
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐		Contract _____ Total Rev (\$) _____	
Subject of filing: (Service(s) included) <u>Amendment for 2014 Modified UNE Rates</u>			
Authorization for filing: (Resolution #, Decision #, etc.) <u>General Order 171</u>			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also must be served on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2013

U 1001 C
 Advice Letter No. 42804

Public Utilities Commission of the State of California

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{\text{UNE}} &= \text{old price}_{\text{UNE}} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line: Price Indexes; Row= GDP, column 2012= 1.7).

http://www.bea.gov/newsreleases/national/gdp/2013/pdf/gdp2q13_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.7
 Index= 1.7 % -2.25% = -0.55%
 Index= -0.55% (price is reduced by 0.55% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA) inc.
A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Communications of California, Inc.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc
Call One, Inc..
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications, LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Covad Communications Company
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
DSLnet Communications, LLC
Easton Telecom Services, LLC
Electric Lightwave, Inc
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation.
Fireline Network Solutions, Inc.
First Communications, LLC.
Frontier Communications of America, Inc.

Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
IBFA Acquisition Company, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
Metropolitan Telecommunications of California, Inc.
Mosaic Network, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Edge Network, Inc.
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Reliance Globalcomm Services, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
TCAST Communications, Inc
Tel West Communications, LLC

TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
Time Warner Cable Information Services (California), LLC
Trans National Communications International, Inc.
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
Worldwide Telecommunications, Inc.
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2013, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2013.

Yours truly,

AT&T California



Executive Director

Attachment

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com
katherine.mudge@covad.com

kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/als/exportlist.aspx?listid=5>

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
360networks (USA) inc.	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Jared Welch	Director of Product Development	1100 Crescent Green Dr	Suite 109	Cary	NC	27518	(919) 851-5422	(919) 827-0448	jared.welch@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Keith Kuder	General Counsel - North America	1000 Progress Place		Concord	NC	28025	(704) 260-3304	(704) 260-3434	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jioxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection										
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Melinda Ramirez	Lead Carrier Relations Manager	311 S. Akard Street	Room A13	Dallas	TX	75202	866-430-0544	972-816-3180	mr3247@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Richard Nacchio	Legal Department	550 Hills Drive	1st Floor	Bedminster	NJ	7921	(908) 470-4707	(908) 470-4700	rnacchio@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Mr. Chris Bunce	General Counsel	2300 Main Street	Suite 600	Kansas City	MO	64108		(816) 300-3322	
Blue Casa Telephone, LLC	Sectional - see Comments										
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	(805) 543-8700	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Director-Carrier and Vendor Relations	12985 N. Telecom Parkway		Temple Terrace	FL	33637	813.472.1160	813.387.3651	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca H. Sommi	Sr. VP Operations Support	2100 Renaissance Blvd		King of Prussia	PA	19406	610-755-0259	610-755-4872	
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	VP of Network Planning and Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-0950	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	Vice President Corporate Development	25925 Telegraph Road	Suite 201	Southfield	MI	48033	248-784-2501	248-784-2500	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Larry E. Miller	Project Management	12444 Powerscourt Drive	Suite 140	St. Louis	MO	63131	(314) 315-9496	(256) 425-2732	Larry.Miller@Suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	314-543-2414	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	David J. Malfara, Sr.	Consulting Advisor	7712 Linkside Loop		Reunion	FL	34747	(407) 770-5566	(724) 396-0432	dmalfara@etcgroup.net
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Beth Choroser	Executive Director	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-7893	Beth_Choroser@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Covad Communications Company	Interconnection	Katherine K. Mudge	Director, State Affairs & ILEC Relations	2111 W. Braker Lane	Suite 100	Austin	TX	78758	(512) 794-6006	(512) 794-6197	kmudge@covad.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Douglas Garrett		2200 Powell Avenue	Suite 1035	Emeryville	CA	94608			douglas.garrett@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	William A.G. Wilde	President	P. O. Box 628		Shingle Springs	CA	94070	(650) 597-1160	(650) 597-1102	bwilde@creatint.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
DSLnet Communications, LLC	13 State - Interconnection - Renegotiated 2	Schula Hobbs	Director - Reg Affairs	50 Barnes Park North	Suite 104	Wallingford	CT	6492	(203) 284-6101	(203) 284-6109	shobbs@megapath.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	
Electric Lightwave, Inc	Sectional - see Comments - Renegotiated 2	Douglas Denney	VP - Costs & Policy	1201 NE Lloyd Blvd.	Suite 500	Portland	OR	97232	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Dave Gibson	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(866) 295-0471	(704) 323-7464	dave.gibson@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Mark R. Ellis	CEO	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6333	(678) 741-6200	
Global Crossing Local Services, Inc.	Interconnection	Michael Shortley	Legal - Interconnection Services	1025 Eldorado Boulevard		Broomfield	CO	80021	(585) 334-0201	(585) 255-1426	Michael.Shortley@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newpoert Avenue Extension		Quincy	MA	2171	617-933-5550	617-687-5619	
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Lori Brosky	Manager of Contracts	3200 W Pleasant Run Rd.	Ste 300	Lancaster	TX	75146	(469) 727-1511	(469) 727-1510	lori.brosky@h3net.com
IBFA Acquisition Company, LLC	22 State - Interconnection	John Palmer	Manager-Information Technology	1850 Howard Street	Suite 1500	Elk Grove Village	IL	60007	(847) 685-8944	(847) 685-8914	jpalmer@telava.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Chris T. Antoniou	Verizon	1320 N. Court House Road	9th Floor	Arlington	VA	22201	(703) 351-3656	(703) 351-3006	christos.t.antoniou@verizon.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	David Aronow	President	44 Wall Street	6th Floor	New York	NY	10005	(212) 635-5074	(212) 607-2003	daro@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthamas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	620 Third St		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com
New Edge Network, Inc.	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	5 Wall Street		Burlington	MA	1803	781-622-2114	781-362-5712	phintz@corp.earthlink.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	818-623-2501	818-623-2300 x1133	Pcs1regulatory@gmail.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601	(864) 672-5019	(864) 331-8252	mary.conquest@windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062.	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Daniel Meldazis	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	dmeldazis@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Venture Blvd.	Suite 350	Encino	CA	91436	(818) 380-9099	(818) 380-9090	Keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA- Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com
Reliance Globalcomm Services, Inc.	22 State - Interconnection - Renegotiated 1	Mark Hornor	General Counsel	114 Sansome Street	11th Floor	San Francisco	CA	94104	415-901-2201	415-310-6332	mhornor@relianceglobalcom.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	501 Wet Main Street		Rosebud	TX	76570		(254) 583-2700	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-8240	mike@willitsonline.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Susan McGurkin	Paralegal	Intrado Inc.	1601 Dry Creek Drive	Longmont	CO	80503	(720) 494-6600	(720) 864-5504	smcgurkin@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	interconnection2@sprint.com

CLECName	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Fax	Notice Contact Phone	Notice Contact Email
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Sr Regulatory Analyst	8150 Industrial Ave	Bldg A	Roseville	CA	95678	916-786-1877	916-786-1597	fjasinski@surewest.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	508 Main Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
TCAST Communications, Inc	Sectional - see Comments	Andrew L Rasura	Manager of Legal, Government and Regulatory Affair	24251 Town Center Drive	2nd Floor	Valencia	CA	91355	(661) 253-5036	(661) 253-5030	arasura@tcastcom.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	MA	4106	(207) 774-9508	(207) 774-9500	kphotiades@pioneertelephone.com
Telegenex, Inc.	Sectional - see Comments	Anthony Zabitz	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabitz@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Blvd.	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Jeff Reynolds	President	16601 Blanco	Suite 207	San Antonio	TX	78232	(707) 471-5499	(210) 408-0388	jeff@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	900711550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
Trans National Communications International, Inc.	22 State - Interconnection - Renegotiated 3	Brian Twomey	President	2 Charlesgate West		Boston	MA	2215	617-369-1117	617-369-1210	btwomey@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP Public Policy VP, Strategic Initiatives & Publi	620 Third St.		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Glenn Stover	Attorney	584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Patrick J Chicas	President and CEO	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007	pjc@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Worldwide Telecommunications, Inc.	13 State - Interconnection	Cheryl Lundy	Operations Manager	5331 Derry Avenue	Suite Q	Agoura Hills	CA	91301	(818) 706-2889	(818) 706-9780 X103	cheryl@worldwideosp.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director â€” Regulatory Contracts	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	703-547-3694,	703-547-2109	gegi.leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russop@magicjack.com
Zayo Group, LLC	Interconnection	Mike Allentoff	Mike Allentoff	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2013 to reflect the revised UNE rates, which will be effective January 1, 2014; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2014.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 16 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.33	9.28
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.57	12.50
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.99	25.85
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.53	11.47
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.82	19.71
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.98	23.85
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.82	35.62
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	22.04	21.92
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.02	3.00
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.83	9.78
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.12	13.05
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.57	26.42
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.05	11.98

		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.87	47.61
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	62.16	61.82
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	101.08	100.52
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.65	55.34
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.11	1.10
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.08	1.07
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.92	0.91
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.09	1.08
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 18 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	466.94	464.37
	Zone 2	691.25	687.45
	Zone 3	1365.51	1358.00
	Statewide	554.47	551.42
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.83	9.78
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.12	13.05
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.57	26.42
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.05	11.98
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.45	4.43
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.94	32.76
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	468.14	465.57
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.72	4.69
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.33	9.28

Page 19 of 19		Current 2013 Recurring Rate	2014 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.33	9.28
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.57	12.50
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.99	25.85
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.53	11.47
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.82	19.71
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.98	23.85
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.82	35.62
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	22.04	21.92

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2014	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 525 Market Street, #1944		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94105		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44032	Requested Effective Date: October 31, 2014	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Filer Janet Arnold		regtss@att.com	(415) 778-1299
Certif.		regtss@att.com	(415) 778-1299
Fax No.: (415) 543-3766			
No. Tariff Sheets:			
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2015 Modified UNE Rates			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2014

U 1001 C
 Advice Letter No. 44032

Public Utilities Commission of the State of California:

Pursuant to the settlement agreement approved by California Public Utilities Commission ("Commission") Decision 09-02-017, dated February 20, 2009, and Commission Resolution T-17308, dated June 9, 2011, AT&T California ("AT&T") attaches for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below.

D.09-02-017, the Settlement Agreement and Resolution T-17308 require AT&T to file an annual advice letter on October 1st of each year modifying certain unbundled network element ("UNE") recurring rates in interconnection agreements, effective January 1st of the next year. The following indexing mechanism applies to UNE recurring rates:

$$\begin{aligned} \text{new price}_{UNE} &= \text{old price}_{UNE} * (1 + \text{index}) \\ \text{where} \\ \text{index} &= \text{Inflation}_{\text{previous year}} - 2.25\% \\ \text{where} \\ \text{Inflation}_{\text{previous year}} &\leq 3.00 \text{ and } \geq 1.50. \end{aligned}$$

Inflation = The prior calendar year's calculated percent change in the Gross Domestic Product Price Index published in the current year's August edition of the U.S. Department of Commerce's Bureau of Economic Analysis *Survey of Current Business* as tabulated in Table 7, Real Gross Domestic Product: Percent Change From Preceding Year (Line 35: Price Indexes; Row= GDP, column 2013= 1.5).

http://www.bea.gov/newsreleases/national/gdp/2014/pdf/gdp2q14_2nd.pdf

The index is calculated with GDPPI (Inflation) = 1.5%
 Index= 1.5% - 2.25% = -0.75%
 Index= -0.75% (price is reduced by 0.75% from previous year rates)

This Amendment, attached to the advice letter, is submitted under the review procedure authorized in Rule 5.2 of Commission General Order 171, which states that advice letters filing amendments to Interconnection Agreements shall become effective 30 days from the filing date, unless formally rejected by the Commission.

In accordance with the Decision, the following carriers will be receiving Amendments to their interconnection agreements pursuant to D.09-02-017:

Carrier Name

360networks (USA,) Inc.
A+ Wireless, Inc.
Access One, Inc.
Access Point, Inc.
ACN Communications Services, Inc.
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc.
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
Comtel Telcom Assets LP dba Excel Telecommunications
Comtel Telcom Assets LP dba VarTec Telecom
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC

Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America
Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hypercube Telecom, LLC
ICG Telecom Group, Inc.
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
IP Networks, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightyear Network Solutions, LLC
Looking Glass Networks, Inc.
Matrix Telecom, Inc.
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networkx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
nii communications, Ltd.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, LLC
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc.
PaeTec Communications Inc.
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC

Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now! LLC
Sage Telecom, Inc.
SCC Communications Corp.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.
Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc.
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2014, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 525 Market Street, #1944, San Francisco, CA 94105 (fax number 415.543.3766) and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective October 31, 2014.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anitataffrice@earthlink.net
baltk@dwt.com
bwilde@creatint.com
channing@tobinlaw.us
debbiereed@dwt.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
greg.diamond@twtelecom.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
360networks, (USA) inc	Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave N.	Suite 600	Plymouth	MN	55441	763-230-4200	763-230-4183	mary.buley@onvoy.com
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	(805) 642-2880	
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	312 441-9990	markj@AccessOneInc.com; Mjozwiak@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	(919) 827-0449	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	704-260-3000	sthomas@tminc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	503-436-8118	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	(818) 786-8990 ext 236	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	859-721-4224	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	Jane Whang	Davis Wright Tremaine, LLP	505 Montgomery St.	Suite 800	San Francisco	CA	94111			janewhang@dwtd.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	(770) 935-9098	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	(213) 489-2156	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	(919) 439-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	NJ	908.470.4707	(304) 612-3877	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2323 Grand Bvd.	Suite 925	Kansas City	MO	64108	(478) 405-3163	(478) 405-3786	Chris.Aversano@birch.com; tara.jackson@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	(805) 886-2862	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	(805) 543-8701	(805) 543-8700	jeff@cerroalto.com; jeff@bluerooster.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	(407) 210-3147	(407) 210-3175	Marva.Johnson@bhnis.com; Marva.Johnson@mybriighthouse.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	610.755.0259	610.755.4872	sommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	(216) 373-4636	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	(318) 6715000 x5784	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	David Bailey	V.P. Corporate Development	25925 Telegraph Road	Suite 210	Southfield, MI	MI	48033	248-784-2501	248-784-2544	dbailey@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	707-551-8200	rvolker@digital395.com; rvolker@praxisfiber.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	209-940-1010	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	(312) 681-8311	ssurdenik@callone.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	(530) 397-2211	edorm@cot.net; waihun@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	(626) 249-0842	
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	(678) 424-2467	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	(209) 365-9500	sfetzer@4cct.com
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	(314) 315-9298	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	(314) 965-6640	314-543-2414	Michael.Moore@chartercom.com betty.sanders@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	07310	(206) 497-1174	(415) 738-6727	Tony.ludlow@citrix.com; tgalbreath@wiltshiregrannis.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	215-286-2627	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	877-302-2584	stevin@comitycommunications.com
Comtel Telcom Assets LP dba Excel Telecommunications	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
Comtel Telcom Assets LP dba VarTec Telecom	13 State - Interconnection	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	(818) 546-4601	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	(858) 444-2943	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		(925) 310-4493	Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Sam Mitchell	Manager of Finance	1121 Waterloo Road		Stockton	CA	95205	209-940-1030	209-940-1014	smitchell@utilitytelephone.com
Curatel, LLC	Interconnection - Renegotiated 1	Glen Stover	StoverLaw	584 Castro Street	#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	stoverlaw@gmail.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	(800) 930-3333	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Hunter Axelrod	Carrier Management	Four Piedmont Center	Suite 600	Atlanta	GA	30305	(404) 812-7882	(404) 442-0749	haxelrod@cypresscom.net
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	805-781-9378	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		(714) 404-2988	dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	01752	781-622-2114	781-362-5712	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	(330) 659-6700	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	503-453-8285	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	(800) 777-8003 ext. 9-3590	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	Vice President of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	(704) 504-5868	(704) 323-7495	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Joe Ernest	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092		(800) 456-8353	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	(407) 681-5281	

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	(323) 465-6772 ext 3419	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	(888) 777-3300	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	(916) 686-3590	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		(818) 956-5941	Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	(678) 741-6252	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021			diane.peters@globalcrossing.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Rand Currier	Chief Operating Officer	100 Newport Avenue Extension		Quincy	MA	02171	617-328-0312	617-933-5500	regulatory@granitenet.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	469-727-1515	ron.beaumont@h3net.com
ICG Telecom Group, Inc.	Interconnection - Renegotiated 2	Legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	(973) 438-4854	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	(805) 884-6396	gwilson@implulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	(727) 738-5553	
IP Networks, Inc.	22 State - Interconnection - Renegotiated 2	Robert George	General Counsel	365 Main Street		San Francisco	CA	94105	(562) 494-4977	(949) 922-5432	rgeorge@ipnetworksinc.com
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		(800) 899-4125 ext. 209	elise.brentnall@garlic.com; elise.alexander@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Richard Thayer	Director Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com; diane.peters@level3.com
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	502-410-1456	brian.garrison@lightyear.net
Looking Glass Networks, Inc.	Sectional - see Comments - Renegotiated 1	Director - Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
Matrix Telecom, Inc.	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Irving	TX	75039	866--430-0544	972-910-1323	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	Mediacom	100 Crystal Run Road	Middletown	NY	10941	(845) 695-2669	(845) 695-2610	amaimon@mediacomcc.com; jlambert@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Duane McPherson	Manager, Carrier Management	600 Hidden Ridge	HQE02L51	Irving	TX	75038	(703) 351-3656	972-718-1563	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Vice President Regulatory Affairs & Litigation	1835-B Kramer Lane	Suite 100	Austin	TX	78758	512.794.6006	512.794.6197	Katherine.Mudge@megapath.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Sam Vogel	Chief Marketing Officer & Senior VP Interconnection	55 Water Street	32nd Floor	New York	NY	10041	212-701-8346	212-607-2146 2000	svogel@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center Parkway	Suite 300	Maitland	FL	32751	(407) 740-0613	(407) 740-8575	sthomas@tminc.com; matt@mosaicnetworx.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Neutral Tandem-California, LLC Page 12 of 20	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	(312) 384-8040	rgavillet@neutraltandem.com; skellogg@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	(770) 232-9145	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Christopher Malish	Malish & Cowan, P.L.L.C.	1403 West Sixth Street		Austin	TX	78703	(512) 477-8657	(512) 476-8591	www.malishcowan.com
nii communications, Ltd.	13 State - Interconnection	Randy Muench	President	c/o Cleartel Communications	21214 High Tech Ave, Suite 100	Orlando	FL	32817	(561) 454-5078	(561) 454-5041	rmuench@cleartel.com
Norcast Communications Corporation	Sectional - see Comments	Kristopher Twomey	Counsel	1425 Leimert Blvd	Suite 404	Oakland	CA	94602	(510) 868-8418	(510) 285-8010	kris@lokt.net; teana@gtfredeeen.com; caustin@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110		(619) 364-4750	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	(916) 554-2115	ahanson@o1.com; mnelson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		559-781-4123	tolson@oacys.com
Onvoy, LLC (f/k/a Onvoy, Inc.)	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	763-230-4185	mary.buley@onvoy.com; Fritz.Hendricks@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	(818) 623-2300 x1118	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	(209) 926-3235	lmartin@pacwest.com
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	704-319-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	1835 Newport Blvd	A109-402	Costa Mesa	CA	92627	(949) 200-6062	(408) 343-8206	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	(312) 506-0933	Regulatory@peerlessnetwork.com; pphipps@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	(530) 832-6055	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	513-645-4739	sjones@pngmail.com; jdollenmayer@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd.	Suite 350	Encino	CA	91436	(818) 380-7032	(818) 380-9090	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Jenna Brown	Manager - Regulatory Affairs	12657 Alcosta Blvd	Suite 418	San Ramon	CA	94583	(877) 712-6792	(415) 209-7044	jbrown@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	(703) 323-0085	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Carlos Alcantar		101 Haskins Way		San Francisco	CA	94080		(650) 246-8900	
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	(650) 802-8006	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	Suite 700	San Mateo	CA	94404	(650) 763-3766	(661) 599-8793	mike.mulkey@ringcentral.com; dianen@ringcentral.com
Rosebud Telephone, LLC	Interconnection	MaryAnn Mitchell	President	P.O. Box 597		Rosebud	TX	76570	(254) 583-2700	(877) 443-5240	maryannmitchell@balornet.com; sara@mfoosterlaw.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	707-459-0824	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Sherri Flatt	Executive Director - Regulatory Affairs	10440 North Central Expressway	Suite 700	Dallas	TX	75231-2228	214-495-4795	214-495-4847	sflatt@sagetelecom.net
SCC Communications Corp.	13 State - Interconnection	Thomas Hicks	Director - Regulatory Compliance	1601 Dry Creek Dr		Longmont	CO	80503	720-494-6600	972-772-5883	thomas.hicks@intrado.com
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	(530) 926-6888	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	(707) 522-1000	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	(626) 302-4413	thomas.k.braun@sce.com; gloria.ing@sce.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Spectrotel, Inc. Page 28 of 26	13 State - Interconnection - Renegotiated 1	Vanessa Leon	Director - Regulatory Affairs	3535 State Highway 66	Suite 7	Neptune	NJ	07753	(732) 345-7892	(732) 345-7847	vleon@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		(913) 827-0597 (overnight mail only)	Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	916-786-1597	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		(864) 331-8252	mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	530-529-1968	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		512-381-8800	jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CA	92121	(801) 927-6148	(858) 952-0696	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Ave		South Portland	ME	04106-2320	(877) 554-1009	(207) 774-9500 ext:232	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	(415) 276-8002	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	(310) 789-7979	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	(210) 408-0388 x100	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071 1550	(213) 344-2030	(213) 344-2010	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	(818) 623-2300 X 1189	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	(212) 364-8482	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 965-2476	(805) 560-7809	jcompton@tncii.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	(415) 495-7000	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Tina Davis	Sr. Vice President-Deputy General Counsel	10475 Park Meadows Drive		Littleton	CO	80124	(303) 566-1010	(303) 566-1279	tina.davis@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	(510) 995-5602	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2		Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	209-940-1014	<u>jimills@utilitytelephone.com</u>
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	(916) 235-2043	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	(805) 372-8333	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	(657) 600-4797	brian@vodex.com; w@vodex.com
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	7450 Dr. Phillips Boulevard		Orlando	FL	32819	(321) 710-6898	(407) 965-1077	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	(951) 693-1880	greg.m@socaltelephone.com

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CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Fax	Contact Phone	Contact Email
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris Barton	CEO - President	5471 N. University Drive		Coral Springs	FL	33067		(954) 227-1700	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390		Las Vegas	NV	89145	(702) 825-2582	(702) 553-3007 x2084	erlae@widevoice.com
WiTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	(720) 888-2620	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	(703) 547-2109	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	(561) 586-3380	russo@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Manager, Access Planning	100 Meridian Centre	Suite 120	Rochester	NY	14618	303-226-5777	585-785-5837	mike.allentoff@zayo.com; jill.sandford@zayo.com

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter by October 1, 2014 to reflect the revised UNE rates, which will be effective January 1, 2015; and,

WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement with the rates calculated using the indexing mechanism agreed upon in the Settlement Agreement, pursuant to Decision 09-02-017 and Resolution T-17308 as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2015.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 17 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
<u>GENERIC TERMINOLOGY</u>			
<u>NETWORK ELEMENTS</u>			
<u>LOOPS</u>			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.28	9.21
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.50	12.41
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.85	25.66
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.47	11.38
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.71	19.56
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.85	23.67
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.62	35.35
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.92	21.76
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	3.00	2.98
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.78	9.71
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	13.05	12.95
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.42	26.22
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.98	11.89

Page 18 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.61	47.25
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.82	61.36
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	100.52	99.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	55.34	54.92
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.10	1.09
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.07	1.06
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.91	0.90
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.08	1.07
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.60
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.58
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.59
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50

Page 19 of 20		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.54
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.52
DS3 Loop			
	Zone 1	464.37	460.89
	Zone 2	687.45	682.29
	Zone 3	1358.00	1347.82
	Statewide	551.42	547.28
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.78	9.71
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	13.05	12.95
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.42	26.22
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.98	11.89
Interoffice Transport			
(OANAD Terminology - Dedicated Transport)			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.43	4.40
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.76	32.51
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	465.57	462.08
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.69	4.65
DSL Capable Loops:			
2-Wire xDSL Loop			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.28	9.21

		Current 2014 Recurring Rate	2015 Modified Recurring Rate
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #5 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.28	9.21
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.50	12.41
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.85	25.66
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.47	11.38
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.71	19.56
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.85	23.67
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.62	35.35
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.92	21.76

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: October 1, 2015	
Company Name: AT&T California		CPUC Utility Number <u>U -1001-C</u>	
Address: 430 Bush Street, 1st Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 44894	Requested Effective Date: January 1, 2016	AL Tier I ☐ II ☐ III ☒	
Name:	Email Address:	Phone No.:	Fax No.:
Filer Richard Howell	regtss@att.com	(415) 778-1299	(214) 486-1580
Certif.	regtss@att.com	(415) 778-1299	No. Tariff Sheets:
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included) Amendment for 2016 through 2020 Modified UNE Rates.			
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings) _____			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring) _____			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.) _____			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served</u> on utility: (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



October 1, 2015

U 1001 C
Advice Letter No. 44894

Public Utilities Commission of the State of California:

AT&T California ("AT&T") and the California Association of Competitive Telecommunications Companies ("CALTEL") jointly attach for filing a negotiated Interconnection Agreement Amendment to replace the current "Amendment – 2015 UNE Rates" in California. This filing is to submit for the Commission's approval, pursuant to General Orders ("G.O.s") 96-B and 171, an Interconnection Agreement Amendment pursuant to a Settlement Agreement entered into voluntarily by and between AT&T and CALTEL ("the Joint Parties"). This Interconnection Agreement Amendment and Settlement Agreement, attached to this advice letter, are submitted under the review procedure authorized in G.O. 96-B, Telecommunications Industry Rule 8.1, and G.O. 171 at Rule 4.3 addressing Approval of Agreements reached by Negotiation filed with the Commission pursuant to Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Rule 7.3 of G.O. 96-B, the Joint Parties request an effective date of no later than 90 days from the date of filing.

The attached Settlement Agreement is submitted to replace the current UNE pricing settlement agreement between AT&T and CALTEL (on behalf of its members) that was approved in California Public Utilities Commission ("CPUC") Decision 09-02-017, and which is set to expire on December 31, 2016. The expiring Settlement Agreement established an indexing mechanism ("Indexing Settlement") for UNE pricing. AT&T and CALTEL wish to terminate the Indexing Settlement and replace it with the attached new Settlement Agreement, which lowers and then fixes UNE rates for a five year term.

Per the new Settlement Agreement, the UNE recurring rates will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1 of the Settlement Agreement and the proposed Interconnection Agreement Amendment. In addition to the Settlement Agreement, the Joint Parties attach for filing the Amendment to the Interconnection Agreements between AT&T and the telecommunications carriers listed below necessary to effectuate the Settlement Agreement. If the new Settlement Agreement is not approved, AT&T requests that alternate Advice Letter No. 44895 (also filed this day) pursuant to the existing Indexing Settlement go into effect for the period January 1, 2016 through December 31, 2016.

AT&T and CALTEL have negotiated this Agreement in good faith, in accordance with the requirements of the Act. The Agreement meets the requirements of G.O. 171 Rule 2.18. Specifically, the Agreement does not discriminate against a telecommunications carrier not a party to the Agreement, its implementation is consistent with the public interest, convenience and necessity and the Agreement meets the Commission's service quality standards for telecommunications services and also meets the requirements of all other Commission rules, regulations and orders.

The Joint Parties request that the Commission approve the Agreement pursuant to G.O.s 96-B and 171 within 90 days.

Carrier Name

A+ Wireless, Inc.
Access One, Inc
Access Point, Inc.
ACN Communications Services, Inc
Advanced TelCom, Inc.
Airespring, Inc.
ALEC, Inc.
Arrival Communications, Inc.
Astound Broadband, LLC
AT&T Corp.
Backbone Communications, Inc.
Bandwidth.com CLEC, LLC
BCN Telecom, Inc.
Birch Telecom of the West, Inc.
Blue Casa Telephone, LLC
Blue Rooster Telecom, Inc.
Bright House Networks Information Services (California), LLC
Broadview Networks, Inc
Broadvox-CLEC, LLC
Broadwing Communications, LLC
Budget PrePay, Inc.
BullsEye Telecom, Inc.
California Broadband Cooperative, Inc.
Call America, Inc.
Call One Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Cebridge Telecom CA, LLC
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comcast Phone of California, LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Convergence Systems, Inc.
Cox California Telcom, LLC
Creative Interconnect Communications, LLC
Curatel, LLC
CyberNet Communications, Inc.
Cypress Communications Operating Company, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Earthlink Business, LLC
Easton Telecom Services, LLC
Electric Lightwave, LLC
Enhanced Communications Network, Inc.
Entelegant Solutions, Inc.
Ernest Communications, Inc.
Essex Acquisition Corporation
Fireline Network Solutions, Inc.
First Communications, LLC
Frontier Communications of America, Inc.
Global Connect Telecommunications, Inc.
Global Connection Inc. of America

Global Crossing Local Services, Inc.
Granite Telecommunications, LLC
Hunter Communications, Inc.
Hypercube Telecom, LLC
ICG Telecom Group, Inc
IDT America Corp
Impulse Telecom, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Level 3 Communications LLC
Lightspeed Networks Inc.
Lightyear Network Solutions, LLC
Local Access Services LLC
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a
VarTec Telecom
MCC Telephony of the West, LLC
MCImetro Access Transmission Services LLC
MegaPath Corporation
Metropolitan Telecommunications of California, Inc.
Mosaic Networx, LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.
Neutral Tandem-California, LLC
New Horizons Communications Corp.
Nexus Communications, Inc.
Norcast Communications Corporation
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Onvoy, Inc.
Pacific Centrex Services, Inc.
Pac-West Telecomm, Inc
PaeTec Communications Inc
PAXIO, Inc.
Peerless Network of California, LLC
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Preferred Long Distance, Inc.
QuantumShift Communications, Inc.
Qwest Communications Company, LLC
Race Telecommunications, Inc.
Raw Bandwidth Telecom, Inc.
RCLEC, Inc.
Rosebud Telephone, LLC
Rural Broadband Now!, LLC
Sage Telecom, Inc.
SnowCrest Telephone, Inc.
Sonic Telecom, LLC
Southern California Edison Company
Spectrotel, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
TC Telephone LLC
Tel West Communications, LLC
TelCentris Communications, LLC
Telecom Management, Inc.

Telekenex, Inc.
Telephone Connection Local Services, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
Time Warner Cable Information Services (California), LLC
TNCI Operating Company LLC
TQAvenger Telecom LLC
Tri-M Communications, Inc.
tw telecom of california l.p.
U.S. TelePacific Corp.
Utility Telephone, Inc
Vaya Telecom, Inc.
Verizon California Inc.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Webpass Telecommunications, LLC
Wholesale Airtime, Inc.
Wholesale Carrier Services, Inc.
Wide Voice, LLC
WilTel Local Network, LLC
XO Communications Services, Inc.
YMax Communications Corp.
Zayo Group, LLC

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and agreement are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter to each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-778-1299.

Anyone may object to this advice letter, which was filed October 1, 2015, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 1st Floor, San Francisco, CA 94108 (fax number 214 486 1580) and Contract Administration, Attn: Contract Management, AT&T Services, Inc., 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail at regtss@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to AT&T and CALTEL is:

AT&T
Eric Batongbacal
430 Bush Street, 1st Floor
San Francisco, CA 94108

CALTEL
50 California Street, Suite 1500
San Francisco, CA 94108

We would like this filing to become effective January 1, 2016.

Yours truly,

AT&T California



Executive Director

Attachments

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
channing@tobinlaw.us
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

katherine.mudge@covad.com
kathy.mcmahon@sprint.com
ksalazar@telekenex.com
leh@cpuc.ca.gov
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
regulatory@surewest.com
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	312 441-1010	markj@AccessOneInc.com
Access Point, Inc.	13 State - Interconnection	Richard Brown	CEO	1100 Crescent Green	Suite 109	Cary	NC	27511	(919) 851-5422	Richard.brown@accesspointinc.com
ACN Communications Services, Inc	Sectional - see Comments	Legal Dept	General Counsel - North America	1000 Progress Place NE		Concord	NC	28025	(704) 260-3304	kkuder@acninc.com
Advanced TelCom, Inc.	Sectional - see Comments - Renegotiated 1	J. Jeffrey Oxley	EVP, General Counsel	Integra Telecom, Inc.	1201 NE Lloyd Blvd, Suite 500	Portland	OR	97232	503-453-8223	jjoxley@integratelecom.com
Airespring, Inc.	22 State - Interconnection - Renegotiated 1	Cat Firstman	Director Finance and Regulatory Affairs	6060 Sepulveda Blvd.	Suite 220	Van Nuys	CA	91411	(818) 786-9225	cat@airespring.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Astound Broadband, LLC	Interconnection	James A. Penney	Executive Vice President	401 Kirkland Barkplace	Suite 500	Kirkland	WA	98033		pmcnamee@wavebroadband.com
AT&T Corp.	13 State - Interconnection - Renegotiated 2	Karen Schlageter	U.S. Carrier Relation Financials & Access Bid Support	4467 Saint Michaels Dr.		Lilburn	GA	30047	866--430-0544	KS1673@att.com
Backbone Communications, Inc.	Interconnection	Lisa Derme		550 South Hope Street	Suite 1050	Los Angeles	CA	90068	(213) 489-4202	lderme@bbcom.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 238-3571	ljfreeman@bandwidth.com
BCN Telecom, Inc.	22 State - Interconnection - Renegotiated 1	Julian Jacquez	Executive Vice President	550 Hills Drive	First Floor	Bedminster	NJ	7921	908.470.4707	jjacquez@bcntele.com
Birch Telecom of the West, Inc.	13 State - Interconnection	Christopher Aversano	Chief Operating Officer	2885 Riverside Dr	Ste 304	Macon	GA	31210	(478) 405-3163	Chris.Aversano@birch.com
Blue Casa Telephone, LLC	Sectional - see Comments	Jeff Compton	CEO/President	114 E. Haley Street	Suite A	Santa Barbara	CA	93101	(805) 456-3891	jcompton@bluecasa.com
Blue Rooster Telecom, Inc.	Sectional - see Comments	Jeff Buckingham	President	4251 S. Higuera Street	Suite 800	San Luis Obispo	CA	93401	9805) 543-8701	jeff@cerroalto.com
Bright House Networks Information Services (California), LLC	Interconnection	Marva Brown Johnson	Corporate Vice President - Government and Industry Affairs	4145 S. Falkenburg Road		Riverview	FL	33578-8652	407.210.3147	Marva.Johnson@bhnis.com
Broadview Networks, Inc	13 State - Interconnection - Renegotiated 1	Rebecca Sommi	Sr V.P. Operations Support	1018 West 9th Avenue		King of Prussia	PA	19046	267.537.0064	rsommi@broadviewnet.com
Broadvox-CLEC, LLC	13 State - Interconnection	Kyle Bertrand	Vice President - Network Planning & Regulatory	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4824	kbertrand@broadvox.com
Broadwing Communications, LLC	Interconnection - Renegotiated 1	Director- Intercarrier Policy		1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
Budget PrePay, Inc.	Interconnection - Renegotiated 3	Robin Enkey	Compliance and Contracts	1325 Barksdale Blvd.	Suite 200	Bossier City	LA	71111	381- 671-5024	robine@budgetprepay.com
BullsEye Telecom, Inc.	13 State - Interconnection	Legal Department	V.P. â€” Corporate Development	25925 Telegraph Road	Suite 210	Southfield	MI	48033	248-781-2501	regulatory@bullseyetelecom.com
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	707-552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 955-2650	jmills@utilitytelephone.com
Call One Inc.	22 State - Interconnection	Chris Surdenik	President	123 North Wacker Drive	7th Floor	Chicago	IL	60606	(312) 381-8301	ssurdenik@callone.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2345	edorm@cot.net
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(323) 908-1078	mhaverkate@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 368-1252	sfetzer@4cct.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Cebridge Telecom CA, LLC	22 State - Interconnection	Andrew Schwantner	Manager Service Level Agreements	520 Maryville Centre Dr	Suite 300	St. Louis	MO	63141	(314) 453-0594	andrew.schwantner@suddenlink.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	499 Washington Street	Suite 1401	Jersey City	NJ	7302	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Robert Munoz	Sr. Director of Regulatory Affairs - Cable Division	One Comcast Center	50th Floor	Philadelphia	PA	19103	215-286-5039	Robert_Munoz@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4617	aram@connectto.com
Convergence Systems, Inc.	22 State - Interconnection	Daniel Belman	Director of Finance	10636 Scripps Summit Court	Suite 201	San Diego	CA	92660	(877) 304-2057	daniel.b@convergence.com
Cox California Telcom, LLC	13 State - Interconnection - Renegotiated 2	Theresa Cabral	Regional Vice President, Regulatory Affairs	3732 Mt. Diablo Blvd.	Suite 358	Lafayette	CA	94549		Theresa.Cabral@cox.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1160	bwilde@cictelecom.com
Curatel, LLC	Interconnection - Renegotiated 1	Dan Margolis		1605 W Olympic Blvd	Suite 800	Los Angeles	CA	90015		danielm@icuracao.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Cypress Communications Operating Company, Inc.	22 State - Interconnection - Renegotiated 1	Nadine J. Ezzie, Esq.	Deputy General Counsel	75 Erieview Plaza	Suite 400	Cleveland	OH	44114	(216) 373-4842	nezzie@broadvox.com
Digital West Networks, Inc.	22 State - Interconnection	Bob Fasulkey	Vice President	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	805-781-9379	bob@digitalwest.net
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705		dave@dmrcom.com
Earthlink Business, LLC	13 State - Interconnection - Renegotiated 1	Pam Hintz	VP Regulatory Policy	225 Cedar Hill Street	Suite 111	Marlboro	MA	1752	781-622-2114	phintz@corp.earthlink.com
Easton Telecom Services, LLC	13 State - Interconnection - Renegotiated 3	Robert Mocas	President	3046 Brecksville Road	Summitt II Unit A	Richfield	OH	44286	(330) 659-9379	rmocas@eastontelecom.com
Electric Lightwave, LLC	Sectional - see Comments - Renegotiated 2	Douglas Denney	Vice President, Costs & Policy	1201 NE Lloyd Boulevard	Suite 500	Portland	OR	97068	(503) 453-8223	dkdenney@integratelecom.com
Enhanced Communications Network, Inc.	22 State - Interconnection	Thomas J. Haluskey	Director of Operations	1031 South Glendora Avenue		West Covina	CA	91790	(626) 582-1276	thomas.haluskey@ecntel.com
Entelegent Solutions, Inc.	22 State - Interconnection	Michael Ruziska	VP of Operations	3800 Arco Corporate Drive	Suite 310	Charlotte	NC	28273	704.504.5868	michael.ruziska@entelegent.com
Ernest Communications, Inc.	13 State - Interconnection - Renegotiated 1	Paul Masters	President	5275 Triangle Pkwy	Suite 150	Norcross	GA	30092	(770) 242-9069	pmasters@ernestgroup.com
Essex Acquisition Corporation	13 State - Interconnection	Victor Garcia	Sr. Line Cost Analyst	2855 South Congress Ave		Delray Beach	FL	33445	(407) 671-3672	None
Fireline Network Solutions, Inc.	22 State - Interconnection	Angel Barragan	Project Manager	13011 Florence Avenue		Santa Fe Springs	CA	90670	(323) 784-3424	ANGEL@FIRELINEBROADBAND.COM
First Communications, LLC	Interconnection - Renegotiated 1	Abby Knowlton	VP of Carrier Relations	3340 West Market Street		Akron	OH	44333	(330) 835-2655	aknowlton@firstcomm.com
Frontier Communications of America, Inc.	22 State - Interconnection	Linda Saldana		9260 East Stockton Boulevard		Elk Grove	CA	95624	(916) 686-3569	linda.saldana@ftr.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani		1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(888) 315-2669	ddicicco@gcioa.com
Global Crossing Local Services, Inc.	Interconnection	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd.		Broomfield	CO	80021		Julie.Harris@twtelecom.com
Granite Telecommunications, LLC	22 State - Interconnection - Renegotiated 1	Sam Kline	Vice President Strategic Initiatives	100 Newport Avenue Extension		Quincy	MA	2171	617-933-7395	skline@granitenet.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
Hunter Communications, Inc.	22 State - Interconnection	Contract Administration		801 Enterprise Drive		Central Point	OR	97502	(541) 727-3066	contracts@hunterfiber.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	866-639-6967	ron.beaumont@h3net.com
ICG Telecom Group, Inc	Interconnection - Renegotiated 2	legal - Interconnection Services		1025 Eldorado Blvd.		Broomfield	CO	80021	(720) 888-5134	carlos.delafuente@level3.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 880-1577	gwilson@impulse.net
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5554	isaacs@isg-telecom.com .
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046		elise.brentnall@garlic.com
Level 3 Communications LLC	13 State - Interconnection - Renegotiated 2	Gary Black, Jr.	VP-Carrier Relations	1025 Eldorado Blvd		Broomfield	CO	80021	N/A	Gary.Black@Level3.com
Lightspeed Networks Inc.	21 State - Interconnection	Cassandra Mill	Contract Manager	921 SW Washington St.	Suite 370	Portland	OR	97205	(214) 889-4529	contracts@lsnetworks.net
Lightyear Network Solutions, LLC	Sectional - see Comments - Renegotiated 1	R. Brian Garrison	Vice President - Strategic Planning & Marketing	1901 Eastpoint Parkway		Louisville	KY	40223	(502) 515-4138	brian.garrison@lightyear.net
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766		brussell@dmv.comf
Matrix Telecom, Inc., Matrix Telecom, Inc. d/b/a Excel Telecommunications, Matrix Telecom, Inc. d/b/a VarTec Telecom	Sectional - see Comments - Renegotiated 2	Corey Houston	Network Cost Management	433 East Las Colinas Blvd.	Suite 500	Dallas	TX	75039	866--430-0544	corey.houston@excel.com
MCC Telephony of the West, LLC	13 State - Interconnection	Anne Sokolin-Maimon	Vice President, Regulatory Affairs	One Mediacom Way	100 Crystal Run Road	Mediacom Park	NY	10918	(845) 698-4570	amaimon@mediacomcc.com
MCImetro Access Transmission Services LLC	Interconnection - Renegotiated 2	Daniel J. Higgins II	AVP, Verizon Partner Solution	One Verizon Way	HQE02L51	Basking Ridge	NJ	7920	(703) 351-3656	duane.mcpherson@verizon.com
MegaPath Corporation	Interconnection	Katherine K. Mudge	Executive Vice President & General Counsel	1835-B Kramer Ln.	Ste. 100	Austin	TX	78758	(512) 794-6006	Katherine.mudge@globalcapacity.com
Metropolitan Telecommunications of California, Inc.	13 State - Interconnection - Renegotiated 1	Andoni Economou	COO/EVP	55 Water Street	32nd Floor	New York	NY	10041	212-701- 8394	aeconomou@mettel.net
Mosaic Networx, LLC	Interconnection	Sharon Thomas	Consultant	2600 Maitland Center	Suite 300	Maitland	FL	32751	(407) 740-0613	sthamas@tmnc.com
Mpower Communications Corp.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5603	nlubamersky@telepacific.com
Neutral Tandem-California, LLC	Sectional - see Comments	Ron Gavillet	EVP	1 South Wacker	Suite 200	Chicago	IL	60606	(312) 346-3276	rgavillet@neutraltandem.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9208	kreeves@telecomcounsel.com
Nexus Communications, Inc.	Interconnection - Renegotiated 1	Steven Fenker	President	3629 Cleveland Avenue	Suite C	Columbus	OH	43224	(740) 548-1173	sfenker1@earthlink.net
Norcast Communications Corporation	Sectional - see Comments	Cheryl Lovell	Chief Operating Officer	1998 Santa Barbara St.	Suite 100	San Luis Obispo	CA	93401	(805) 543-8701	clovell@norcast.net
North County Communications	Interconnection	Todd Lesser		3802 Rosecrans St		San Diego	CA	92110	619 364 4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	Alexandra Hanson	Director, Regulatory Affairs	1515 K Street	Suite 100	Sacramento	CA	95814	(916) 554-2180	ahanson@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257		tolson@oacys.com
Onvoy, Inc.	22 State - Interconnection	Mary T. Buley	Senior Regulatory and Interconnection Manager	10300 6th Ave North		Plymouth	MN	55441	763-230-4200	mary.buley@onvoy.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	818-623-2501	mairac@pcs1.net
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 444-3643	lmartin@pacwest.com

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager â€” Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-602-1946	Al.Finnell@Windstream.com
PAXIO, Inc.	13 State - Interconnection - Renegotiated 1	Phillip Clark	President	2045 Martin Avenue	Suite 20A	Santa Clara	CA	95050	(949) 200-6062	pclark@paxio.com
Peerless Network of California, LLC	22 State - Interconnection	Patrick Phipps	Director Regulatory Affairs	222 S. Riverside Plaza	Suite 2730	Chicago	IL	60606	(312) 506-0931	Regulatory@peerlessnetwork.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-275-0020	sjones@pngmail.com
Preferred Long Distance, Inc.	Sectional - see Comments	Keith Nussbaum	Executive Vice President	16830 Ventura Blvd	Suite 350	Encino	CA	91436	(818) 380-7032	keith@preferredlongdistance.com
QuantumShift Communications, Inc.	13 State - Interconnection - Renegotiated 1	Karen A. Weller	V.P. Corporate Development	12657 Alcosta Blvd.	Suite 418	San Ramon	CA	94583	925-415-1900	kweller@vcomsolutions.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(303) 391-2275	Charles.lahey@centurylink.com
Race Telecommunications, Inc.	Interconnection	Raul Alcaraz		101 Haskins Way		San Francisco	CA	94080	(650) 649-3550	raul@race.com
Raw Bandwidth Telecom, Inc.	Sectional - see Comments	Michael S. Durkin	President	P.O. Box 1305		San Bruno	CA	94066	(650) 475-8429	mdurkin@rawbw.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(650) 763-3766	mike.mulkey@ringcentral.com
Rosebud Telephone, LLC	Interconnection	Mary Ann Mitchell	President	P.O. Box 597		Rosebud	TX	76570	254.583.2027	maryannmitchell@balornet.com
Rural Broadband Now!, LLC	Interconnection	Mike Ireton	Director	111 S. Main Street		Willits	CA	95490	707-370-6666	mike@RuralBroadbandNow.com
Sage Telecom, Inc.	Sectional - see Comments	Scott Stricklin	President	10440 N Central Expressway	Suite 700	Dallas	TX	75231	214-495-4789	sstricklin@sagetelecom.net
SnowCrest Telephone, Inc.	22 State - Interconnection	Peter Engdahl	President	329A North Mount Shasta Blvd.	Suite 7	Mount Shasta	CA	96067	(530) 926-8831	peter@snowcrest.net
Sonic Telecom, LLC	Interconnection - Renegotiated 1	Dane Jasper	CEO		2260 Apollo Way	Santa Rosa	CA	95407	(707) 547-3403	dane@corp.sonic.net
Southern California Edison Company	Interconnection	Thomas K Braun	Senior Attorney	2244 Walnut Grove Avenue	Quad 3-C	Rosemead	CA	91770	(626) 302-3990	thomas.k.braun@sce.com
Spectrotel, Inc.	13 State - Interconnection - Renegotiated 1	Ross Artale	President & COO	3535 State Highway 66	Suite 7	Neptune	NJ	7753	(732) 345-7893	rtartale@spectrotel.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Mary Conquest	Staff Manager - Interconnection	301 N. Main Street	23 Floor	Greenville	SC	29601		mary.conquest@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(801) 927-6148	bryan.hertz@telcentris.com
Telecom Management, Inc.	22 State - Interconnection	Kevin Photiades	Regulatory Manager	39 Darling Avenue		South Portland	ME	4106	(877) 554-1009	kphotiades@pioneertelephone.com
Telekenex, Inc.	Sectional - see Comments	Anthony Zabit	CFO	3221 20th		San Francisco	CA	94110	(415) 276-8202	azabit@ndw.com
Telephone Connection Local Services, LLC	Sectional - see Comments	Marc O'Krent	President	8391 Beverly Boulevard	#350	Los Angeles	CA	90048	(310) 286-7676	mok@ttcmail.net
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071-1550	(213) 344-2030	jholop@telscape.net

CXR Name	Contract Type	Contact Name	Contact Title	Contact Address 1	Contact Address 2	Contact City	State	zip	Contact Phone	Contact Email
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2301	pcs1regulatory@gmail.com
Time Warner Cable Information Services (California), LLC	13 State - Interconnection - Renegotiated 1	Julie Laine	Group Vice President & Chief Counsel, Regulatory	60 Columbus Circle		New York	NY	10023	(704) 973-6239	julie.laine@twcable.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 568-0063	bmcclintock@tncii.com
TQAvenger Telecom LLC	21 State - Interconnection	Ken Melley	Principal	12 Trophy Ridge		San Antonio	TX	78258	(888) 801-4091	kmelley@tqavenger.com
Tri-M Communications, Inc.	Interconnection - Renegotiated 1			584 Castro Street	Suite#199	San Francisco	CA	94114	(415) 495-3632	glenn@stoverlaw.net
tw telecom of california l.p.	13 State - Interconnection - Renegotiated 1	Level 3 Communications, LLC	Attn: Legal - Interconnection Services	1025 Eldorado Blvd		Broomfield	CO	80021		Julie.Harris@twtelecom.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5603	nlubamersky@telepacific.com
Utility Telephone, Inc	Interconnection - Renegotiated 2	Sam Mitchell	Manager of Finance	1121 Waterloo Road	Suite#199	Stockton	CA	95205	209-940-1030	smitchell@utilitytelephone.com
Vaya Telecom, Inc.	Interconnection	Mr. Jim Beausoleil	Chief Financial Officer	5190 Golden Foothill Parkway		El Dorado Hills	CA	95762	(916) 442-5620	jbeausoleil@o1.com
Verizon California Inc.	13 State - Interconnection - Renegotiated 3	Vice President & Deputy General Counsel	Network & technology Law	Verizon Business	22001 Loudoun Conty Parkway	Ashburn	WA	20147	(805) 373-7515	kathy.jespersen@verizonbusiness.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(321) 710-6898	rrapolti@voxbeam.com
Webpass Telecommunications, LLC	22 State - Interconnection	Charles Barr	President	262 7th Street		San Francisco	CA	94103		Charles@webpass.net
Wholesale Airtime, Inc.	Sectional - see Comments - Renegotiated 1	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1550	greg.m@socaltelephone.com
Wholesale Carrier Services, Inc.	22 State - Interconnection - Renegotiated 1	Chris S. Barton	President & CEO	5471 N. University Drive		Coral Springs	FL	33067	(954) 905-4277	cbarton@wcs.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart, Suite 390	Suite 300	Las Vegas	NV	89145	(702) 825-2582	erlae@widevoice.com
WilTel Local Network, LLC	13 State - Interconnection	Rick Thayer	Director - Intercarrier Policy	1025 Eldorado Blvd		Broomfield	CO	80021	(720) 888-5134	rick.thayer@level3.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gegi Leeger	Director - Regulatory Contracts and Privacy Compliance	13865 Sunrise Valley Drive	Suite 400	Herndon	VA	20171	(703) 547-3694	Gegi.Leeger@xo.com
YMax Communications Corp.	13 State - Interconnection	Peter Russo	CFO	5700 Georgia Avenue		West Palm Beach	FL	33405	(561) 586-2328	russop@magicjack.com
Zayo Group, LLC	22 State - Interconnection	Mike Allentoff	Vendor Contracts Manager	9 Saxony Road	Suite 120	Pittsford	NY	14534	303-226-5777	mike.allentoff@zayo.com

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is made and entered into this last day of September 2015, by and between Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") and the California Association Competitive Telecommunications Companies ("CALTEL") on behalf of itself and its members. AT&T and CALTEL are each referred to individually herein as a "Party" and collectively as the "Parties."

This Settlement Agreement is entered into to replace the settlement agreement between the Parties approved in California Public Utilities Commission ("CPUC") Decision 09-02-017 that established an indexing mechanism ("Indexing Settlement"). The Parties believe that this Settlement Agreement is a reasonable compromise of their opposing positions regarding the re-examination process at issue in the CPUC Proceeding R.93-04-003\ I.93-04-002. The Parties agree that the provisions of this Settlement Agreement adequately balance the interests of AT&T and CALTEL's members. The Parties aver that this Settlement Agreement is reasonable in light of the whole record, consistent with law, and in the public interest. The Parties agree jointly to support the provisions of the Settlement Agreement set forth below.

RECITALS

WHEREAS, in R.93-04-003, I.93-04-002 the Commission has considered the process for re-examining Commission-determined Unbundled Network Element ("UNE") rates; and

WHEREAS, in R.93-04-003, I.93-04-002 the Parties submitted their proposals for re-examining Commission-determined UNE rates; and

WHEREAS, on July 30, 2008, an Assigned Commissioner's Ruling Setting 120-Day Negotiation Period was issued allowing Parties to negotiate an agreement on the UNE re-examination process to be used by the Commission; and

WHEREAS, pursuant to this Assigned Commissioner's Ruling, the Parties engaged in negotiation of an agreement on the UNE re-examination process to be used; and

WHEREAS, in Decision 09-02-017 the Commission approved the Indexing Settlement between AT&T and CALTEL, which establishes an indexing mechanism to determine UNE pricing; and

WHEREAS, the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with this Settlement Agreement, which fixes UNE rates for a five year term; and

WHEREAS, the Parties desire to settle the dispute over the UNE re-examination process to be used; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of consideration which are hereby acknowledged by each Party to the other, AT&T and CALTEL, covenant and agree as follows:

COVENANTS

1. Recitals; Defined Terms

The foregoing Recitals are hereby incorporated into and made a part of this Agreement. UNEs are defined as those required by 47 U.S.C 251(c)(3) as determined by the Federal Communications Commission ("FCC").

2. UNE Re-examination Process – AT&T

The Parties agree that current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent, effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020. The rates resulting from this reduction, and that will be in effect from January 1, 2016 through December 31, 2020, are set forth in Attachment 1, hereto.

3. Term of Settlement Agreement.

The Term of this Settlement Agreement is from January 1, 2016 through and including December 31, 2020 ("Initial Term"). Thereafter, the Settlement Agreement shall continue for one or more Renewal Terms, each on a three year basis unless notice is given by either Party to terminate at least 6 months in advance of the conclusion of the Initial Term or any Renewal Term. In the event that AT&T seeks to terminate under this provision, in addition to the notice, AT&T will also provide a statement of whether it intends to file a request for cost proceeding with the CPUC and the anticipated date for such a filing. AT&T may not file a request for a cost proceeding with the CPUC until one year prior to the end of the Initial Term or Renewal Term, and only after notice consistent with this provision.

4. Further Requirements

- a. The Parties agree that this Settlement is a compromise and settlement of disputed claims at issue regarding the appropriate and legal UNE re-examination process at issue in R.93-04-003, I.93-04-002 and that the Parties have conducted settlement negotiations in compliance with the Assigned Commissioner's Ruling dated July 30, 2008.
- b. This Settlement Agreement is subject to approval by the CPUC. Nothing in this Settlement shall be deemed as an admission or an assessment of the outcome that could have been reached without voluntary negotiations. Further, the Parties agree that the obligations set forth in this Settlement are without any prejudice to positions each Party has taken, or may hereafter take, in any proceeding in another state, or in any future

proceeding at the CPUC after the expiration of the term of this Settlement. Commission adoption of this settlement does not constitute approval of, or precedent regarding, any principle or issue in R.93-04-003, I.93-04-002, or in any future proceeding.

- c. No Party shall engage in any *ex parte* contact with the CPUC in regard to this Settlement Agreement unless such Party states that it is in full support of the Settlement Agreement and each and every term thereof. No Party shall seek, directly or indirectly, to have the CPUC modify the terms of this or any other Settlement Agreement in this phase of this proceeding without the express consent of all other Parties.
- d. The Parties each agree, without further consideration, to execute and/or cause to be executed, any other documents, and to take any other action as may be necessary, to effectively consummate the subject matter of this Settlement Agreement.
- e. This Settlement Agreement, shall not establish, be interpreted as establishing, or be used by any Party to establish or to represent their relationship as any form of agency, partnership or joint venture. No Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Settlement Agreement, is provided.
- f. This Settlement Agreement and all covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal successors, heirs, assigns, partners, representatives, executors, administrators, parent companies, subsidiary companies, affiliates, divisions, units, agents, attorneys, officers, directors, and shareholders.
- g. This Settlement Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because that party drafted or caused its legal representative to draft any of its provisions.
- h. This Settlement Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of California.
- i. This Settlement Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.
- j. The provisions of this Settlement Agreement are not severable. If the CPUC or any court of competent jurisdiction rules that any material provision of this Settlement Agreement is invalid or unenforceable, or materially modifies any material provision of this Settlement Agreement, then this Settlement Agreement shall be deemed rescinded and the Parties returned to the status quo as of the date of execution of this Settlement Agreement.

- k. If the FCC or a court of competent jurisdiction substantially revises the FCC TELRIC rules affecting UNE pricing, then any party may petition the Commission for permission to file a UNE rate proceeding notwithstanding this Settlement Agreement. Nothing in this Settlement Agreement shall prevent any party from opposing any such petition.
- l. The Parties hereto acknowledge each has read this Settlement Agreement, that each fully understands its rights, privileges and duties under this Settlement Agreement, and that each enters this Agreement freely and voluntarily. Each Party further acknowledges that it has had the opportunity to consult with an attorney of its own choosing to explain the terms of this Settlement Agreement and the consequences of signing it.
- m. The Parties each represent that they and/or their counsel have made such investigation of the facts and law pertaining to the matter described in this Settlement Agreement as they deem necessary and that they have not relied and do not rely upon any statement, promise or representation by any other Party or its counsel, whether oral or written, except as specifically set forth in this Settlement Agreement. The Parties each expressly assume the risk of any mistake of law or fact made by them or their counsel.
- n. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the subject regarding the appropriate UNE re-examination process at issue in R.93-04-003, I.93-04-002. Nevertheless, it is the intention of the Parties to fully settle all issues related to the UNE re-examination process for the term described herein, which does not now exist, may exist, or heretofore have existed between them. In furtherance of such intention, for the term described herein, the releases given herein shall be and remain in effect as full and complete mutual releases of all such claims, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- o. With respect to this Settlement Agreement and the releases set forth herein, the Parties hereby expressly waive the Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties further acknowledge that this Settlement has been negotiated and agreed upon in light of this situation and expressly waive any and all rights which they may have under Section 1542 of the California Civil Code, or any other state or federal statute or common law principle of similar effect.

- p. The parties acknowledge that the provisions of this Settlement Agreement will be incorporated into an order approved by the CPUC, and that such order shall be binding on all regulated entities to the full extent of the CPUC's jurisdiction over such entities.

Settlement Agreement between
Pacific Bell Telephone Company d/b/a
AT&T California ("AT&T") and
California Association Competitive
Telecommunications Companies ("CALTEL")

- q. The undersigned hereby acknowledge and covenant that they have been duly authorized to execute this Settlement Agreement on behalf of their respective principals and that such execution is made within the course and scope of their respective agency and/or employment.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the pages that follow.

Pacific Bell Telephone Company d/b/a
AT&T California

Page 18 of 24

By: 
Printed Name: ERIC BATONGBACAL
Title: EXECUTIVE DIRECTOR
Date: Sept. 30, 2015

California Association Competitive
Telecommunications Companies
("CALTEL")


By: _____
Printed Name: Sarah DeYoung
Title: Executive Director
Date: Sept. 30, 2015

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA
AND
CLEC

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) ("AT&T CALIFORNIA"), and CLEC ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection ("Agreement"), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, on December 1, 2008, AT&T CALIFORNIA entered into a Settlement Agreement with the California Association of Competitive Telecommunications Companies ("CALTEL") regarding the modification of certain Unbundled Network Element ("UNE") rates; and,

WHEREAS, on February 20, 2009 the Public Utilities Commission of the State of California ("Commission") approved the Settlement Agreement in its Decision Approving Settlement Agreements Adopting Unbundled Network Element Re-Examination Process (Decision 09-02-017); and, WHEREAS, the Commission issued Resolution T-17308 on June 9, 2011, providing that the indexing mechanism includes rates for DSL capable loops (except IDSL capable loops); and,

WHEREAS, in the Settlement Agreement AT&T CALIFORNIA agreed to modify certain UNE Recurring Rates set in D.04-09-063, and subsequently modified by D.05-05-031, and file an advice letter each year by October 1, 2010 through October 1, 2015, to reflect the revised UNE rates, which would be effective January 1, 2011 through and including December 31, 2016 ; and,

WHEREAS, the Parties agree the indexing mechanism established by the Indexing Settlement will no longer apply as of December 31, 2016; and

WHEREAS, the Parties wish to terminate the Indexing Settlement and replace it with a new Settlement Agreement, which fixes UNE rates for a five year term; from January 1, 2016 through and including December 31, 2020 ("Initial Term"); and,

WHEREAS, pursuant to Rule 5.2 of Commission General Order 171, this filing will become effective, absent rejection by the Commission, thirty (30) days after the filing date of the advice letter to which this Amendment is appended ("Amendment Effective Date").¹

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to modify the Agreement as follows:

1. The recitals herein above are incorporated into this Agreement.
2. The Agreement is hereby amended to replace certain UNE and DSL capable loop recurring rates in the AT&T CALIFORNIA Pricing Sheet to the underlying Agreement, in that the current UNE recurring rates, which became effective January 1, 2015, will be reduced by 1 percent as reflected in the attached Pricing Sheet, Exhibit A. Notwithstanding the Amendment Effective Date referenced above, the prices in Exhibit A are effective January 1, 2016, and will remain fixed at those rates through and including December 31, 2020.

¹Notwithstanding anything to the contrary in the Agreement (including, as applicable, this Amendment and any other Amendments to the Agreement ("Agreement")), in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC") after the effective date of a particular rate change, that rate change shall only apply prospectively beginning from the date that the MFN provisions becomes effective between AT&T CALIFORNIA and the Adopting CLEC following the Commission's order approving the Adopting CLECs Section 252(i) adoption or, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change would not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by, the Commission and shall become effective upon approval by such Commission.

Page 21 of 24			
GENERIC TERMINOLOGY		Current 2015 Recurring Rate	2016 - 2020 Modified Recurring Rate
NETWORK ELEMENTS			
LOOPS			
<u>OANAD Terminology - LINKS)</u>			
	2-Wire Analog Zone 1 (OANAD Terminology - Basic or Assured Link - 2 Wire)	9.21	9.12
	2-Wire Analog Zone 2 (OANAD Terminology - Basic or Assured Link - 2 Wire)	12.41	12.29
	2-Wire Analog Zone 3 (OANAD Terminology - Basic or Assured Link - 2 Wire)	25.66	25.40
	2-Wire Analog Statewide /1/ (OANAD Terminology - Basic or Assured Link - 2 Wire)	11.38	11.27
	4-Wire Analog Zone 1 (OANAD Terminology - 4-Wire Link)	19.56	19.36
	4-Wire Analog Zone 2 (OANAD Terminology - 4-Wire Link)	23.67	23.43
	4-Wire Analog Zone 3 (OANAD Terminology - 4-Wire Link)	35.35	35.00
	4-Wire Analog Statewide /1/ (OANAD Terminology - 4-Wire Link)	21.76	21.54
	4-Wire - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)	2.98	2.95
	2-wire Digital Zone 1 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	9.71	9.61
	2-wire Digital Zone 2 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	12.95	12.82
	2-wire Digital Zone 3 (OANAD Terminology - Basic - 2 Wire + ISDN Option)	26.22	25.96
	2-wire Digital Statewide /1/ (OANAD Terminology - Basic - 2 Wire + ISDN Option)	11.89	11.77

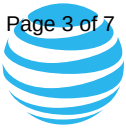
Page 22 of 24	DS1 Loop Zone 1 (OANAD Terminology - Digital 1.544 MBPS DS-1)	47.25	46.78
	DS1 Loop Zone 2 (OANAD Terminology - Digital 1.544 MBPS DS-1)	61.36	60.75
	DS1 Loop Zone 3 (OANAD Terminology - Digital 1.544 MBPS DS-1)	99.77	98.77
	DS1 Loop Statewide /1/ (OANAD Terminology - Digital 1.544 MBPS DS-1)	54.92	54.37
	PBX Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - PBX Loop Option)	1.09	1.08
	PBX Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - PBX Loop Option)	1.06	1.05
	PBX Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - PBX Loop Option)	0.90	0.89
	PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - PBX Loop Option)	1.07	1.06
	Coin Option (in addition to regular 2-Wire loop charges) Zone 1 (OANAD Terminology - Coin Loop Option)	0.60	0.59
	Coin Option (in addition to regular 2-Wire loop charges) Zone 2 (OANAD Terminology - Coin Loop Option)	0.58	0.57
	Coin Option (in addition to regular 2-Wire loop charges) Zone 3 (OANAD Terminology - Coin Loop Option)	0.50	0.50
	Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/ (OANAD Terminology - Coin Loop Option)	0.59	0.58
	ISDN Option (in addition to regular 2-wire loop charges) Zone 1 (OANAD Terminology - ISDN Loop Option)	0.50	0.50
	ISDN Option (in addition to regular 2-wire loop charges) Zone 2 (OANAD Terminology - ISDN Loop Option)	0.54	0.53
	ISDN Option (in addition to regular 2-wire loop charges) Zone 3 (OANAD Terminology - ISDN Loop Option)	0.58	0.57

Page 23 of 24	ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/ (OANAD Terminology - ISDN Loop Option)	0.52	0.51
DS3 Loop			
	Zone 1	460.89	456.28
	Zone 2	682.29	675.47
	Zone 3	1347.82	1334.34
	Statewide	547.28	541.81
	IDSL Capable Loop Option - Zone 1 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	9.71	9.61
	IDSL Capable Loop Option - Zone 2 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	12.95	12.82
	IDSL Capable Loop Option - Zone 3 (OANAD Terminology - Basic - 2-Wire + ISDN Option)	26.22	25.96
	IDSL Capable Loop Option - Statewide (OANAD Terminology - Basic - 2-Wire + ISDN Option)	11.89	11.77
<u>Interoffice Transport</u>			
<u>(OANAD Terminology - Dedicated Transport)</u>			
<u>DS-0</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	4.40	4.36
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.01	0.01
<u>DS-1</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	32.51	32.18
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	0.25	0.25
<u>DS-3</u>			
<u>(OANAD Terminology - Dedicated Transport DS-3)</u>			
	Fixed Mileage (OANAD Terminology - Fixed Mileage)	462.08	457.46
	Variable Mileage (OANAD Terminology - Variable Mileage per Mile)	4.65	4.60
<u>DSL Capable Loops:</u>			
<u>2-Wire xDSL Loop</u>			
	PSD #1 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #1 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #1 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #1 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #2 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #2 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #2 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #2 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #3 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #3 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #3 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #3 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #4 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #4 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #4 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #4 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #5 - 2-Wire xDSL Loop Zone 1	9.21	9.12

Page 24 of 24	PSD #5 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #5 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #5 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
	PSD #7 - 2-Wire xDSL Loop Zone 1	9.21	9.12
	PSD #7 - 2-Wire xDSL Loop Zone 2	12.41	12.29
	PSD #7 - 2-Wire xDSL Loop Zone 3	25.66	25.40
	PSD #7 - 2-Wire xDSL Loop Statewide /1/	11.38	11.27
4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	19.56	19.36
	PSD #3 - 4-Wire xDSL Loop Zone 2	23.67	23.43
	PSD #3 - 4-Wire xDSL Loop Zone 3	35.35	35.00
	PSD #3 - 4-Wire xDSL Loop Statewide /1/	21.76	21.54

AT&T Wholesale Amendment

CALIFORNIA PUBLIC UTILITIES COMMISSION Advice Letter Filing Summary Sheet (PAL)		(Date Filed / Received Stamp by CPUC Industry Division) Date AL served on parties: August 16, 2017	
Company Name: AT&T California		CPUC Utility Number U -1001-C	
Address: 430 Bush Street, 5 th Floor		☐ GRC-LEC ☒ URF-Carrier ☐ Other	
City, State, ZIP: San Francisco, CA 94108		☐ Commission Resolution Requested ☐ Carrier of Last Resort (See D.96-10-066)	
Filing AL #: 46852	Requested Effective Date: September 15, 2017	AL Tier I ☐ II ☒ III ☐	
Name:		Email Address:	Phone No.:
Richard T. Howell		att-regulatory-ca@att.com	(415) 417-5033
Certif.		att-regulatory-ca@att.com	(415) 417-5033
		No. Tariff Sheets:	
(Name, email address & Phone and FAX numbers <u>are Required for "Filer"</u>)			
Tariff Schedules: _____		Keyword: Interconnection Agreement	
For Contract Keyword, Type: Government ☐ Other ☐ Date Executed _____ Contract Total Rev (\$) _____			
Subject of filing: (Service(s) included)		Amendment to the ICAs of the listed CLECs to implement bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.	
Authorization for filing: (Resolution #, Decision #, etc.) General Order 171			
Affected services: (Other services affected, pending or replacement AL filings)			
Rate Element(s) affected <u>and</u> % change: (Non-recurring and / or recurring)			
☐ Customer Notice Required (if so, please attach)			
Notes/Comments: (Other information & reference to advice letter, etc.)			
File Protest and/or Correspondence to: Director, Communications Division 505 Van Ness Ave., San Francisco, CA 94102 <u>and if you have email capability, ALSO email to:</u> TD_PAL@cpuc.ca.gov Protest also <u>must be served on utility:</u> (see utility advice letter for more information)		GRC-LEC = Cost of Service LEC Carrier URF-Carrier = Uniform Regulatory Framework Carrier (see D.06-08-030/D.07-09-019) OTHER = Wireless (CMRS) Carrier	
(FOR CPUC USE ONLY)			
☐ Resolution Required ☐ Executive Action Resolution Req'd. ☐ TD Suspension on: ____ / ____ / ____ ☐ Comm. Suspension on: ____ / ____ / ____ Resolution No.: T - _____ Rev. 09/24/07		Supv. / Analyst _____ / _____ Due Date to Supv.: _____ Analyst Completion Date: _____ Supervisor Approval Date: _____ AL / Tariff Effective Date: _____ Notes: _____	



August 16, 2017

U 1001 C
Advice Letter No. 46852

Public Utilities Commission of the State of California

Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing a Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) and consistent with the CPUC's Order Instituting Rulemaking 03-08-018, AT&T California will file an amendment ("Amendment") to the Interconnection Agreements of CLECs that benchmark access rates to price cap carriers for the purpose of implementing bill and keep in lieu of reciprocal compensation rates for the termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic, and ISP Bound Traffic.

The Amendment by and between AT&T California and the telecommunications carriers listed below will be filed with the CPUC pursuant to Rule 5.2 of Commission General Order 171, with signatures. The Amendment will become effective, absent rejection of the Advice Letter, by the Commission upon thirty (30) days after the filing date.

AT&T

Carrier Name

A+ Wireless, Inc.
Access One, Inc
ALEC, Inc.
Arrival Communications, Inc.
Bandwidth.com CLEC, LLC
Bright House Networks Information Services (California), LLC
Call America, Inc.
Cal-Ore Communications, Inc.
CBC Broadband Holdings, LLC
Cbeyond Communications, LLC
CCT Telecommunications, Inc.
Charter Fiberlink CA - CCO, LLC
Citrix Communications LLC
Comity Communications, LLC
ConnectTo Communications Inc.
Creative Interconnect Communications, LLC
CyberNet Communications, Inc.
Digital West Networks, Inc.
DMR Communications, Inc.
Global Connection Inc. of America
Hypercube Telecom, LLC
IDT America Corp
Impulse Telecom, LLC
Integrated Path Communications, LLC
Integrated Telemanagement Services, Inc.
LCB Communications, LLC
Local Access Services LLC
Mpower Communications Corp.
Mpower Networks Services, Inc.

NetFortris Acquisition Co., Inc.
New Horizons Communications Corp.
North County Communications
O1 Communications, Inc.
OACYS Telecom, Inc.
Pac-West Telecomm, Inc

Pacific Centrex Services, Inc.
PaeTec Communications Inc
Plumas Sierra Telecommunications
PNG Telecommunications, Inc.
Qwest Communications Company, LLC
RCLEC, Inc.
Sprint Communications Company, L.P.
SureWest Telephone and SureWest Televideo
Talk America Inc.
Tel West Communications, LLC
TC Telephone LLC
TelCentris Communications, LLC
TeleQuality Communications, Inc.
Telscape Communications, Inc.
TGEC Communications Co., LLC
TNCI Operating Company LLC
U.S. TelePacific Corp.
Vodex Communications Corporation
Voxbeam Telecommunications Inc.
Wholesale Airtime, Inc.
Wide Voice, LLC
XO Communications Services, Inc.

AT&T CALIFORNIA

In compliance with G.O. 96-B, copies of this advice letter and the Amendment are being mailed to interested parties requesting such notification. We are also serving a copy of this advice letter on each customer named in the contract. This advice letter with attachments may be viewed on AT&T California's Web-Site at <https://ebiznet.att.com/calreg/>. If there are any questions regarding this advice letter call 415-417-5033.

Anyone may object to this advice letter, which was filed August 16, 2017, by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Avenue, 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to Eric Batongbacal, 430 Bush Street, 5th Floor, San Francisco, CA 94108 (fax number 214-486-1580), and Contract Administration, Attn: Contract Management, Southwestern Bell Communications, Four Bell Plaza, 9th Floor, 311 South Akard, Dallas, Texas 75202-5398. If this advice letter was served via e-mail, the protest must be served to AT&T California via e-mail att-regulatory-ca@att.com. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site (www.cpuc.ca.gov) and look for document links to General Order 96-B.

The address for mailing or delivering a protest to this advice letter to any carrier listed above is provided in the attached service list.

We request that this filing be effective September 15, 2017

Yours truly,

AT&T California

A handwritten signature in black ink, appearing to read "E. Batongbacal". The signature is written in a cursive, flowing style.

AVP-AT&T Regulatory

AT&T California Advice Letter Service List (Interconnection Agreements)

Via e-mail

regtss@att.com
ajbily@aol.com
anamaria.johnson@cpuc.ca.gov
anitataffrice@earthlink.net
bwilde@creatint.com
deyoung@caltel.org
daniel.ostroff@xo.com
esther.northrup@cox.com
fred.broughton@sprint.com
gina.wybel@netwolves.com
hope.christman@verizon.com
info@tobiaslo.com
jchicoin@czn.com
john_gutierrez@cable.comcast.com
judypau@dwt.com

ksalazar@telekenex.com
lil.taylor@sprint.com
lorrie.bernstein@mossadams.com
lsaldana@czn.com
mgomez1@bart.gov
patricia.delgado@usmc.mil
rejones@ccmi.com
rgloistein@orrick.com
rlongview@telecom611.com
rmonto@neutraltandem.com
terry.houlihan@bingham.com
warner@ucsc.edu
william.sanders@sfgov.org
ysmythe@caltel.com

Commission-Maintained Service List for "Negotiated Inter Connection Agreements pursuant to Industry Rule 8.1, and Contracts for Tariffed Services pursuant to Industry Rule 8.2" found at:
<https://ia.cpuc.ca.gov/alsl/exportlist.aspx?listid=5>

AT&T Wholesale Amendment

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
A+ Wireless, Inc.	Interconnection - Renegotiated 1	Mr. Alan Kosh	President	1445 Donlon Street	Unit 14	Ventura	CA	93003	(805) 642-2880	(805) 642-5917	akosh@cellpage.com
Access One, Inc	Interconnection - Renegotiated 1	Mark A Jozwiak	Exec Vice Pres	125 N Halsted St	4th Floor	Chicago	IL	60661	(312) 441-9990	(312) 441-1010	markj@AccessOneInc.com
ALEC, Inc.	Interconnection	Mark Hayes	SVP Operations	250 West Main Street	Suite 1920	Lexington	KY	40507	859-721-4224	859-721-2880	mhayes@singlepipecom.com
Arrival Communications, Inc.	Sectional - see Comments - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Bandwidth.com CLEC, LLC	13 State - Interconnection	Lisa Jill Freeman	Vice President & Regulatory Compliance Officer	900 Main Campus Drive	Venture Center III - 5th Floor	Raleigh	NC	27606	(919) 439-3571	(919) 238-3571	ljfreeman@bandwidth.com
Bright House Networks Information Services (California), LLC	Interconnection	Michael R. Moore	GBP Telephone Regulatory	12405 Powerscourt Dr		St Louis	MO	63131	314.543.2414	314.965.6640	Michael.Moore@charter.com
Cal-Ore Communications, Inc.	13 State - Interconnection	Edward B. Ormsbee	President	719 W. Third Street	P.O. Box 847	Dorris	CA	96023	(530) 397-2211	(530) 397-2345	edorm@cot.net
California Broadband Cooperative, Inc.	22 State - Interconnection	Robert Volker	CEO	1101 Nimitz Avenue		Vallejo	CA	94592	(707) 551-8210	(707) 552-8120	rvolker@digital395.com
Call America, Inc.	Sectional - see Comments	Jason Mills	CEO	1211 Waterloo Road	Suite#199	Stockton	CA	95205	(209) 940-1010	(209) 955-2650	jmills@utilitytelephone.com
CBC Broadband Holdings, LLC	Interconnection	Angel Morales		2702 Media Center Drive		Los Angeles	CA	90065	(626) 249-0842	(323) 908-1078	lwhite@championbroadband.com
Cbeyond Communications, LLC	Interconnection - Renegotiated 1	Mr. Greg Darnell	Director, ILEC	320 Interstate Parkway North	Suite 300	Atlanta	GA	30339	(678) 424-2467	(678) 424-2500	greg.darnell@cbeyond.net
CCT Telecommunications, Inc.	Sectional - see Comments	Steve Fetzer	President	1106 E. Turner Road	Suite A	Lodi	CA	95240	(209) 365-9500	(209) 368-1252	sfetzer@4cct.com
Charter Fiberlink CA - CCO, LLC	Interconnection	Michael R. Moore	Director & Sr Counsel, Regulatory Affairs	12405 Powerscourt Dr		St. Louis	MO	63131	314-543-2414	314-965-6640	Michael.Moore@chartercom.com
Citrix Communications LLC	22 State - Interconnection	Tony Ludlow	Director GM CLEC	10 Exchange Place	Suite 1710	Jersey City	NJ	7302	(415) 738-6727	(206) 497-1174	Tony.ludlow@citrix.com
Comcast Phone of California, LLC	Sectional - see Comments - Renegotiated 3	Richard Chapkis	Deputy General Counsel	One Comcast Center	55th Floor	Philadelphia	PA	19103	(215) 286-5237	(215) 286-5039	richard_chapkis@comcast.com
Comity Communications, LLC	Interconnection - X2A Successor	Stevin Dahl	Chief Executive Officer	3816 Ingersoll Avenue		Des Moines	IA	50312	877-302-2584	866-646-5232	stevin@comitycommunications.com
ConnectTo Communications Inc.	13 State - Interconnection	Armen Goulavan	President	555 Riverdale Drive	Suite A	Glendale	CA	91204	(818) 546-4601	(818) 546-4617	aram@connectto.com
Creative Interconnect Communications, LLC	Sectional - see Comments	Bill Wilde	President	P. O. Box 628		Waterloo	CA	95682	(650) 597-1102	(650) 597-1160	bwilde@cictelecom.com
CyberNet Communications, Inc.	22 State - Interconnection	Bruce Hakimi	President	7750 Gloria Avenue		Van Nuys	CA	91406	(800) 930-3333	(310) 986-6920	Bruce.Hakimi@cybernetcom.com
Digital West Networks, Inc.	22 State - Interconnection	Nathan Terrell	Infrastructure Manager	3620 Sacramento Drive	Suite 102	San Luis Obispo	CA	93401	(805) 781-9378	(805) 781-9379	nathan.terrell@digitalwest.com
DMR Communications, Inc.	Interconnection - Renegotiated 1	David Lee	Regulatory Contact	1841 Rainbow Drive		Santa Ana	CA	92705	(714) 404-2988		dave@dmrcom.com
Global Connect Telecommunications, Inc.	Interconnection	Raymond Sinani	Manager	1025 No. Brand Blvd.	Suite 323	Glendale	CA	91202	(818) 956-5941		Raymond@gctcorp.com
Global Connection Inc. of America	13 State - Interconnection	Dee DiCicco	Chief Compliance Officer	5555 Oakbrook Parkway	Suite 620	Norcross	GA	30093	(678) 741-6252	(888) 315-2669	ddicicco@gcioa.com
Hypercube Telecom, LLC	Sectional - see Comments - Renegotiated 1	Ronald Beaumont	President	3200 West Pleasant Run Road	Suite 300	Lancaster	TX	75146	469-727-1515	866-639-6967	ron.beaumont@h3net.com
IDT America Corp	Sectional - see Comments	Carl Billek.	Senior Regulatory Counsel	520 Broad Street	14th Floor	Newark	NJ	7102	(973) 438-4854	(973) 438-1455	Carl.Billek@corp.idt.net
Impulse Telecom, LLC	Interconnection	Greg J. Wilson	CFO	5383 Hollister Ave.	Suite 240	Santa Barbara	CA	93111	(805) 884-6396	(805) 880-1577	gwilson@implulse.net
Integrated Path Communications, LLC	Section 251 Agreement Exclusively for Intercarrier Compensation	Brian Shepard	CEO	9030 State Route 22	Suite 3	Hillsdale	NY	12529	518-325-1396	518-325-1397	bshepard@ipc-llc.com
Integrated Telemanagement Services, Inc.	Sectional - see Comments - Renegotiated 1	Joseph Isaacs	Consultant	838 Village Way	Suite 1200	Palm Harbor	FL	34683	(727) 738-5553	(727) 738-5554	isaacs@isg-telecom.com.

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
LCB Communications, LLC	22 State - Interconnection	Elise J. Brentnall	President and C.O.O.	P. O. Box 1246		San Martin	CA	95046	(800) 899-4125 ext. 209		elise.brentnall@garlic.com
Local Access Services LLC	22 State - Interconnection	Robert Russell	President	11442 Lake Butler Boulevard		Windemere	FL	34766	(866) 841-7898	NA	brussell@dmv.com
Mpower Networks Services, Inc.	13 State - Interconnection - Renegotiated 2	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Mpower Networks Services, Inc.	Interconnection	Nancy E. Lubamersky	VP, Strategic Initiatives and Public Policy	620 Third Street		San Francisco	CA	94107	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
NetFortris Acquisition Co., Inc.	Sectional - see Comments	Pam Bathke	Accounts Payable	59 Sheffield Road		Manchester	NH	3103	(888) 469-5100	NA	brandon.lancaster@netfortris.com
New Horizons Communications Corp.	22 State - Interconnection	Kali Reeves	Legal Assistant - Lance J.M. Steinhart, P.C.	1725 Windward Concourse	Suite 150	Alpharetta	GA	30005	(770) 232-9145	(770) 232-9208	kreeves@telecomcounsel.com
North County Communications	Interconnection	Todd Lesser	President	3802 Rosecrans St		San Diego	CA	92110	(619) 364-4750	(619) 364-4777	todd@nccom.com
O1 Communications, Inc.	Interconnection - Renegotiated 2	James Mertz	Vice President of Industry Affairs	5190 Golden Foothills Parkway		El Dorado Hills	CA	95762	916.235.2039	916.933.6958	jmertz@o1.com
OACYS Telecom, Inc.	Interconnection	Ted Olson		767 North Porter Road		Porterville	CA	93257	559-781-4123		tolson@oacys.com
Pac-West Telecomm, Inc	Interconnection - Renegotiated 1	Lynne Martinez	Director-Regulatory Affairs	4210 Coronado Avenue		Stockton	CA	95204	(209) 926-3235	(209) 444-3643	lmartin@pacwest.com
Pacific Centrex Services, Inc.	22 State - Interconnection	Maira Castillon	Regulatory Affairs Clerk	28001 Dorothy Drive		Agoura Hills	CA	91301	(818) 623-2300 x1118	(818) 623-2501	mairac@pcs1.net
PaeTec Communications Inc	Interconnection - Renegotiated 2	Al Finnell	Sr. Negotiator & Account Manager – Vendor Relations/Regulatory	6801 Morrison Blvd.	23 Floor	Charlotte	NC	28211	704-319-1946	704-602-1946	Al.Finnell@Windstream.com
Plumas Sierra Telecommunications	22 State - Interconnection	Lori D. Rice	Chief Operating Officer	73233 State Route 70 Ste A		Portola	CA	96122-7064	(530) 832-6055	(530) 832-4515	lrice@psrec.coop
PNG Telecommunications, Inc.	Sectional - see Comments	Sharyn Jones	Manager - Customer Relations (PowerNet Global Communications)	100 Commercial Drive		Fairfield	OH	45014	513-645-4739	513-275-0020	sjones@pngmail.com
Qwest Communications Company, LLC	Interconnection - Renegotiated 4	Charles Lahey	Senior Planner	ICA-Interconnection Agreements	4650 Lakehurst Ct., 3rd Floor	Dublin	OH	43016-3252	(703) 323-0085	(303) 391-2275	Charles.lahey@centurylink.com
RCLEC, Inc.	22 State - Interconnection	Michael Mulkey	Regulatory and Carrier Relations	1400 Fashion Island Blvd	6th Floor	San Mateo	CA	94404	(661) 599-8793	(650) 763-3766	mike.mulkey@ringcentral.com
Sprint Communications Company, L.P.	13 State - Interconnection - Renegotiated 2	Sprint	Manager, Carrier Interconnection Management	Mailstop: KSOPHE0102-1D218	6360 Sprint Parkway	Overland Park	KS	66251	(913) 827-0597 (overnight mail only)		Interconnection2@sprint.com
SureWest Telephone and SureWest Televideo	22 State - Interconnection - Renegotiated 2	Floyd Jasinski	Regulatory Relations Specialist	211 Lincoln Street		Roseville	CA	95678	916-786-1597	916-786-1877	floyd.jasinski@consolidated.com
Talk America Inc.	22 State - Interconnection - Renegotiated 2	Al Finnell	Sr. Contract Manager	301 N. Main Street	23rd Floor	Greenville	SC	29601	704-319-1946		Al.Finnell@windstream.com
TC Telephone LLC	Sectional - see Comments	Travis Graff	CEO	243 Washington Street	Suite A	Red Bluff	CA	96080	530-529-1968	530-527-6072	travis@tctelephone.com
Tel West Communications, LLC	13 State - Interconnection - Renegotiated 1	Jeff Swickard	President	9606 N Mopac Expressway	7th Floor	Austin	TX	78759	512-381-8800		jswickard@telwestservices.com
TelCentris Communications, LLC	Sectional - see Comments	Bryan Hertz	CEO	10180 Telesis Court	Suite 150	San Diego	CO	92121	(858) 952-0696	(801) 927-6148	bryan.hertz@telcentris.com

CXR Name	Contract Type	Notice Contact Name	Notice Contact Title	Notice Contact Address 1	Notice Contact Address 2	Notice Contact City	Notice Contact State	Notice Contact zip	Notice Contact Phone	Notice Contact Fax	Notice Contact Email
TeleQuality Communications, Inc.	22 State - Interconnection	Natalie Verette	Director of Operations	16601 Blanco Road	Suite 207	San Antonio	TX	78232	(210) 408-0388 x100	(210) 408-1700	natalie@telequality.com
Telscape Communications, Inc.	Interconnection - Renegotiated 3	Joseph P. Holop	COO & CTO	355 South Grand Avenue	Suite 3100	Los Angeles	CA	90071	(213) 344-2010	(213) 344-2030	jholop@telscape.net
TGEC Communications Co., LLC	13 State - Interconnection - Renegotiated 2	Raphael Tarpley	Regulatory Affairs Clerk	6855 Tujunga Avenue		North Hollywood	CA	91605	(818) 623-2300 X 1189	(818) 623-2301	pcs1regulatory@gmail.com
TNCI Operating Company LLC	22 State - Interconnection - Renegotiated 3	Brian McClintock	Chief Operating Officer	114 E. Halley	Suite A	Santa Barbara	CA	93101	(805) 456-1076	(805) 568-0063	bmcclintock@tncii.com
U.S. TelePacific Corp.	Interconnection - Renegotiated 1	Nancy Lubamersky	VP, Strategic Initiatives & Public Policy	515 S. Flower Street	47th Floor	Los Angeles	CA	90071	(510) 995-5602	(510) 995-5603	nlubamersky@telepacific.com
Vodex Communications Corporation	22 State - Interconnection	Brian Conley	President	660 Baker Street	Suite 321	Costa Mesa	CA	92626	(657) 600-4797	(866) 871-7801	brian@vodex.co
Voxbeam Telecommunications Inc.	22 State - Interconnection	Ryan Rapolti	Vice President of Operations	6314 Kingspointe Parkway	Suite 1	Orlando	FL	32819	(407) 965-1077	(321) 710-6898	rrapolti@voxbeam.com
Wholesale Airtime, Inc.	21 State - Interconnection - Renegotiated 2	Greg Michaels	President	27515 Enterprise Circle West		Temecula	CA	92590	(951) 693-1880	(951) 693-1550	greg.m@socaltelephone.com
Wide Voice, LLC	Interconnection - Renegotiated 1	Erla Erlingsdottir	Senior Manager of Telephony Services	410 S. Rampart	Suite 390	Las Vegas	NV	89145	(702) 553-3007 x2084	(702) 825-2582	erlae@widevoice.com
XO Communications Services, Inc.	Interconnection - Renegotiated 1	Gerald E. Eisenhart	Manager, Carrier Management	777 East Park Drive	Suite 400	Harrisburg	PA	17111	717.562.5048	NA	gerald.e.eisenhart@verizon.com

**AMENDMENT TO THE AGREEMENT
BETWEEN
CLEC
AND
PACIFIC BELL TELEPHONE COMPANY d/b/a CALIFORNIA**

WHEREAS, PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA (Pacific Bell Telephone Company, a California corporation, f/k/a SBC Pacific Bell Telephone Company, is now doing business in California as AT&T CALIFORNIA) (“AT&T CALIFORNIA”), and CLEC (“CLEC”) (collectively, the “Parties”) entered into an Agreement relating to local interconnection (“Agreement”), which permits the Parties to mutually amend the Agreement in writing; and,

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (“FCC ICC Reform Order”), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC’s agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. 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.

Pricing Sheet
Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	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