

SBC Companies

Hancock Communications, Inc. ("Hancock") filed a letter dated September 23, 2002 with the Indiana Utility Regulatory Commission ("IURC") requesting an adoption under Section 251/252 of the FTA96 of the Interconnection Agreement between Indiana Bell Telephone Company Incorporated and Ernest Communications, Inc. ("Ernest Agreement").

Hancock requested to sectionally adopt the Ernest Agreement with the exception of the reciprocal compensation rates, terms and conditions. In conjunction with this request, an amendment for Reciprocal Compensation was prepared, executed and filed with the IURC on December 18, 2002. Said amendment became effective on January 23, 2003.

The attached agreement will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement: January 23, 2003

Termination date of Agreement: July 31, 2003

Notice Information:

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Title: President

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The IURC requires no signature or regulatory filing document for the underlying MFN Agreement.

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

by and among

**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,
Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin**

and

Ernest Communications, Inc.

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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 _____, 2000 by and among SBC Communications Inc. covering **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin,** and, **Ernest Communications, Inc.** (CLEC), (a Georgia corporation), shall apply to the states of California and Indiana.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 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, CLEC intends to operate where **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** are the incumbent Local Exchange Carrier(s) and CLEC, 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.
- 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 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.
- 1.1.17 **“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.

- 1.1.18 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.19 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable SBC ILEC does not provision new retail services and products.
- 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 LIDB Service Application 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 CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.

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 Ringing/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 (a) 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;
- 1.1.42.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
- 1.1.42.3 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 NPA-0/1XX.
- 1.1.58 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.
- 1.1.59 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 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).
- 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 a 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.
- 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 traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 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”** as defined in Appendix Reciprocal Compensation.
- 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 CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.

- 1.1.93 **“Party”** means either CLEC or **SBC** use of the term “Party” includes each of the ILECs that is a party to this Agreement. **“Parties”** means both CLEC and **SBC**; use of the term “Parties” includes each of the ILECs that is a party to this Agreement.
- 1.1.94 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.95 **“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.
- 1.1.96 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.97 **“Rate Center Area”** means the following in each applicable area:
- 1.1.97.1 **SBC-AMERITECH**
- 1.1.97.1.1 “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.
- 1.1.97.2 **NEVADA**
- 1.1.97.2.1 “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.
- 1.1.97.3 **PACIFIC**
- 1.1.97.3.1 “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.

1.1.97.4 **SNET**

1.1.97.4.1 “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.

1.1.97.5 **SBC-SWBT**

1.1.97.5.1 “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."

1.1.98 “**Rating Point**” means the V&H coordinates associated with a particular telephone number for rating purposes.

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

1.1.100 **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.

1.1.101 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable SBC owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.102 **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.

1.1.103 **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.

- 1.1.104 **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.
- 1.1.105 **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.
- 1.1.106 **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.
- 1.1.107 **“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.
- 1.1.108 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.109 **“Service Provider Number Portability” (SPNP)** is synonymous with Permanent Number Portability “PNP”.
- 1.1.110 **“Service Switching Point” (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.111 **“Signaling System 7” (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.112 **“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.
- 1.1.113 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

- 1.1.114 **“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 a SBN is either a zero (0) or a one (1).
- 1.1.115 **“State Abbreviation”** means the following:
- 1.1.115.1 “AR” means Arkansas
 - 1.1.115.2 “CA” means California
 - 1.1.115.3 “CT” means Connecticut
 - 1.1.115.4 “IL” means Illinois
 - 1.1.115.5 “IN” means Indiana
 - 1.1.115.6 “KS” means Kansas
 - 1.1.115.7 “MI” means Michigan
 - 1.1.115.8 “MO” means Missouri
 - 1.1.115.9 “NV” means Nevada
 - 1.1.115.10 “OH” means Ohio
 - 1.1.115.11 “OK” means Oklahoma
 - 1.1.115.12 “TX” means Texas
 - 1.1.115.13 “WI” means Wisconsin
- 1.1.116 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC owned ILEC doing business in Arkansas.
- 1.1.117 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.118 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.119 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.120 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.
- 1.1.121 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.
- 1.1.122 **“Synchronous Optical Network” (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

- 1.1.123 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 1.1.124 **“Telecommunications”** is As Defined in the Act.
- 1.1.125 **“Telecommunications Carrier”** is As Defined in the Act.
- 1.1.126 **“Telecommunications Service”** is As Defined in the Act.
- 1.1.127 **“Telephone Exchange Service”** is As Defined in the Act.
- 1.1.128 **“Telephone Toll Service”** is As Defined in the Act.
- 1.1.129 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.130 **“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).
- 1.1.131 **“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.
- 1.1.132 **“Trunk”** means a communication line between two switching systems.
- 1.1.133 **“Wire Center”** is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 DEFINITIONS APPLICABLE TO (SBC-12STATE) ONLY

- 1.2.1 **“Data Base Administration Center” (DBAC)** means an SBC-12STATE location where facility and administrative personnel are located for administering LIDB and/or Sleuth.
- 1.2.2 **“Designated Central Office Document” (Document DCO)** is a document that is referenced in SBC-12STATE Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the CLEC Central Offices, CLEC Routing

Points, Activation Dates, the POI(s) and the applicable SBC-12STATE Central Offices.

- 1.2.3 **“Digital Cross Connect Panel” (DSX Panel)** means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 1.2.4 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 1.2.5 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.2.6 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.7 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.2.8 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO SBC-8STATE ONLY

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

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

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

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

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

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

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

1.6 DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY

1.6.1 **“Automatic Route Selection” or “ARS”** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.6.2 **“Control Office”** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP. 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 CLEC, as may be updated by SNET from time to time. SNET shall provide such Operating Guidelines to CLEC upon execution of this Agreement.
- 1.7.5 **“Initial Billing Company” (IBC)** refers to the LEC that provides Feature Group B or D services at an End Office.
- 1.7.6 **“LIDB/AS”** means the LIDB administrative system for SNET.
- 1.7.7 **“Loop”** is a transmission path between the Minimum Point of Presence/Entry (MPOP/E) at any End User location and the Main Distribution Frame (MDF) or Digital Crossconnect Bay (DSX-1) of the SNET designated serving wire centers.
- 1.7.8 **“Subsequent Billing Company”** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)
- 1.7.9 **“Switched Access Service”** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched

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

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

1.8 DEFINITIONS APPLICABLE TO SBC-SWBT only

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

1.8.2 **“Line Validation Administration System” (LVAS)** means the LIDB administrative system for SBC-SWBT.

1.8.3 **“Originating Line Information” (OLI)** is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to SBC-SWBT only.)

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “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, CLEC 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 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a “Non-Voluntary Arrangement”). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such

modifications to this Agreement are not executed within sixty (60) days after the date of such notice, a Party may pursue its rights under Section 10.

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

2.11 State-Specific Rates, Terms and Conditions

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

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

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

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

2.12.1.2 assets that SBC-13STATE owns or leases and which are used in connection with SBC-13STATE's provision to CLEC 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").

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

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

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within _____ days and to residential End Users within _____ days.

4.2 SBC-12STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SBC-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish

the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
 - 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
 - 4.6.2 **NEVADA** does not have a line information database and/or Calling Name database. Line information database services can be purchased from **PACIFIC**.
- 4.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
 - 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$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.
 - 4.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
 - 4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

- 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
- 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.8 Upon CLEC signature of this Agreement, CLEC shall provide SBC-13STATE with CLEC's state-specific authorized and nationally recognized OCN/AECNs for

facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

- 4.9 In the event that CLEC 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**"), CLEC shall submit written notice to SBC-13STATE within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) 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 CLEC branded/repair calls. In addition, CLEC 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 CLEC for such CLEC Change.
- 4.10 When a End User changes its service provider from SBC-13STATE to CLEC or from CLEC to SBC-13STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 4.10.1 The following pertains to AM-IL, AM-WI and PACIFIC only:
- 4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.2 The following applies to AM-IN only:
- 4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.3 The following applies to AM-MI only:

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

4.10.4 The following applies to AM-OH only:

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

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

4.12 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 This Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 31, 2001 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party at least within 180 days prior to

the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party 's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC 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 CLEC'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 CLEC'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 retro-active true-up shall be completed within 90 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), CLEC withdraws its Section 252(a)(1) request, CLEC 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 CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. On the ninety-first (91) day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request, unless CLEC provided **SBC-13STATE** notice of a Section 252(i) adoption in the interim, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.
- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of **SBC**'s notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date CLEC provided or received notice of expiration or termination. On the ninety-first (91) day following CLEC provided or received notice of expiration or termination, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date, termination date of this Agreement.

6. 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 CLEC on suspected occurrences of ABS-related fraud on CLEC 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 CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a 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 CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

- 6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

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

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

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

7. DEPOSITS (SBC-12STATE)

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. A CLEC 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 CLEC 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 CLEC is doing or has done business as a local service provider, CLEC 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, CLEC 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, CLEC 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 CLEC 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 CLEC 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 CLEC has established a minimum of twelve (12) consecutive months good credit history with each ILEC Affiliate of **SBC** with which CLEC is doing or has done business, CLEC’s payment record

with each ILEC Affiliate of **SBC** 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 CLEC, provided, however, SBC-12STATE may exercise its right to credit any cash deposit to CLEC's account upon the occurrence of any one of the following events:
- 7.3.1 when SBC-12STATE sends CLEC the second delinquency notification for that state during the most recent twelve (12) months; or
 - 7.3.2 when SBC-12STATE suspends CLEC's ability to process orders in accordance with Section 9.6.1.1; or
 - 7.3.3 when CLEC files for protection under the bankruptcy laws; or
 - 7.3.4 when an involuntary petition in bankruptcy is filed against CLEC 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 CLEC's account so long as CLEC 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 CLEC's account at the time that the cash deposit is credited to CLEC's account.
- 7.4 So long as CLEC maintains timely compliance with its payment obligations, SBC-12STATE will not increase the deposit amount required. If CLEC 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, CLEC has been sent one delinquency notification letter by SBC-12STATE, the deposit amount for that state shall be re-evaluated based upon CLEC's actual billing totals and shall be increased if CLEC'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 CLEC 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 CLEC's actual billing totals and shall be increased if CLEC'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 CLEC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of CLEC'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 CLEC's monthly average.
- 7.7.1 In SBC-7STATE only, after calculating the amount equal to the average billing to CLEC for that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of CLEC's then-existing End-Users of Resale Services to SBC-7STATE in the event of CLEC'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, CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC is due within thirty (30) days of each bill date (the “**Bill Due Date**”).

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

8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC-SWBT Customer Records Information System (CRIS) is Past Due, the

unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

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

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 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-12STATE** under this Agreement is Past Due, the unpaid amounts shall bear interest from 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-12STATE**'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 CLEC 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. CLEC shall use the CCD+ or the CTX transaction set. CLEC 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 CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

8.3.1 CLEC 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 CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC shall use the CCD+ or the CTX transaction set. CLEC 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 CLEC or Third Parties, including CLEC's financial institution. CLEC 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 Exchange of Billing Message Information
- 8.9.1 **SBC-13 STATE** will provide CLEC 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 CLEC 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.

- 8.9.2 To establish file transmission for the DUF, CLEC 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.
- 8.9.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users will be forwarded to CLEC as rated call detail on the DUF.
- 8.9.4 **SBC-SWBT** shall bill CLEC for DUF furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 8.9.5 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 CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.
- 8.9.6 **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.
- 8.9.7 CLEC shall be responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 9.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.
- 9.1.1 If a Party is furnished services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges may be grounds for termination of 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 CLEC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that CLEC 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 CLEC and the Commission in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following CLEC's receipt of such notice, the Resale Services and/or Network Elements furnished to CLEC 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 CLEC'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 CLEC for any Resale Service or Network Element that could be furnished under this Agreement.
- 9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.
- 9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, CLEC shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to CLEC'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 CLEC's End Users provisioned through Resale Services that **SBC-7STATE** will transfer provisioning of the End User's account to **SBC-7STATE** at the end of the five (5) calendar day period should the Resale End User fail to select a new Local Service Provider in the interim.
- 9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to CLEC 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 CLEC 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 CLEC to **SBC-7STATE** as specified in this Section 9.6 shall be billed to CLEC.
- 9.6.3.3 **SBC-7STATE** shall inform the Commission of the names of all Resale End Users transferred through this process.

- 9.6.4 Within five (5) calendar days of the transfer, **SBC-7STATE** shall notify all transferred Resale End Users that because of CLEC's failure to pay **SBC-7STATE**, their local service is now being provided by **SBC-7STATE**. **SBC-7STATE** shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.
- 9.6.5 Within twenty (20) 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 CLEC'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) days to select a local service provider.
- 9.6.6 If any End User transferred to **SBC-7STATE**'s local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to **SBC-7STATE**'s local service, **SBC-7STATE** shall terminate the transferred End User's service.
- 9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.
- 9.6.6.2 **SBC-7STATE** shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.5.
- 9.6.7 **SBC-7STATE** may discontinue service to CLEC as provided in Section 9.6.3 and shall have no liability to CLEC or CLEC's End Users in the event of such disconnection or any transfer of Resale End Users to **SBC-7STATE** service in connection with such disconnection.
- 9.6.8 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred End Users under Applicable Law; provided, however,
- 9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."

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

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 CLEC 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.

10.3Commencing 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-SWBT**)

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 CLEC 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, CLEC 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 questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a “dispute” under this Section 10.4, CLEC must provide evidence that it has 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) days following the Bill Due Date shall constitute CLEC’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 the CLEC 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 CLEC 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 CLEC furnishes all requisite information and evidence under Section

10.4.1), **SBC-7STATE** and **SBC-AMERITECH** will notify CLEC 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** to CLEC pursuant to Section 10.3 shall furnish CLEC 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 sixty (60) calendar days from the Bill Due Date (provided **SBC-7STATE** and **SBC-AMERITECH** furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify **SBC-7STATE** and **SBC-AMERITECH** 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 Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

10.6.3 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.

10.6.4 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.

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (SBC-SWBT); Chicago, Illinois (SBC-AMERITECH), San Francisco, California (PACIFIC); Reno, Nevada (NEVADA)**; 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.

11. AUDITS – Applicable in SBC-12STATE only

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

(5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

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

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

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

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any

overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the **SBC** Parties involved), for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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

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

11.2 Audits - **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**, CLEC 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 CLEC 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 CLEC, the underpayment shall be reflected in CLEC'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 CLEC revealed by the audit for the time preceding the amount appearing on CLEC'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 CLEC 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** NOR CLEC ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

- 13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether 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 CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any

Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

- 13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14.2 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.
- 13.5 **SBC-13STATE** shall not be liable for damages to a End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC'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 CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the “**Indemnifying Party**”) shall release, defend and indemnify the other Party (the “**Indemnified Party**”) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (“**Fault**”) of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party’s provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the “**Indemnifying Party**”) shall defend and indemnify the other Party (the “**Indemnified Party**”) against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the

Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

14.4 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:

14.4.1 any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.

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 Indemnifying Party's or an Indemnifying 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:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; and

14.4.1.2.3 no infringement would have occurred without such 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 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights and contract rights of Third Parties.
- 14.5.1 Subject to **SBC-13STATE**'s obligations under any Commission decisions, it is the sole obligation of CLEC to obtain any consents, authorizations, or licenses to or for any Third Party Intellectual Property rights that may be necessary for CLEC's use of Interconnection, Network Elements, functions, facilities, products and services furnished under this Agreement.
- 14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC'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 CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement.
- 14.5.3 Subject to **SBC-13STATE**'s obligations under any Commission decisions and except as expressly stated in this Agreement, **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement.
- 14.6 Subject to **SBC-13STATE**'s obligations under any Commission decision and except as expressly stated in this Agreement, CLEC agrees to release, indemnify and hold **SBC-13STATE** harmless from and against all Losses arising out of, caused by, or relating to any real or potential claim that CLEC's Interconnection

with **SBC-13STATE**'s network, or CLEC's use of **SBC-13STATE**'s Network Elements, or unbundling and/or combining of **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party Intellectual Property rights or constitutes a breach of contract. In no event shall **SBC-13STATE** be liable for any actual or Consequential Damages that CLEC may suffer arising out of same.

14.7 CLEC 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 CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC'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 CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

14.8 Indemnification Procedures

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

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

14.8.3 Until such time as 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. REMEDIES

- 15.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in

addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

16. INTELLECTUAL PROPERTY

16.1 Intellectual Property - **SBC-8STATE**

16.1.1 **SBC-8STATE** will provide to CLEC a list of all vendors/licensors applicable to unbundled Network Element(s) (which vendors have provided **SBC-8STATE** a software license) within seven (7) days of CLEC's request for such a list. Except as may be required by Commission decisions, **SBC-8STATE** makes no warranties, express or implied, concerning CLEC's (or any Third Parties) rights with respect to the use of Intellectual Property rights. **SBC-8STATE** reserves the right to amend the Intellectual Property provision of this Agreement to reflect the FCC ruling (and any appeal therefrom) in CC Docket No. 96-98 (File No. CCBPol 97-4), In the Matter of Petition of MCI for Declaratory Ruling.

16.1.2 Any Intellectual Property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party.

16.2 Intellectual Property-**PACIFIC** only:

To the extent required by the decision of the CPUC, **PACIFIC** will provide CLEC with Intellectual Property rights related to **PACIFIC**'s unbundled Network Elements. CLEC, as the provider of service using the unbundled Network Elements, will provide all features, functions, and capabilities of the individual element to the End Users.

16.2.1 **SBC-8STATE** will indemnify CLEC for any claims of infringement arising from CLEC's use of Intellectual Property within the scope of any "right to use" agreement negotiated by **SBC-8STATE** for CLEC pursuant to Section 16.2.1. CLEC will indemnify **SBC-8STATE** for any claims of infringement arising from CLEC's use of Intellectual Property beyond the scope of any "right to use" agreement negotiated by **SBC-8STATE** for CLEC pursuant to Section 16.2.

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

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

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	<u>SBC-13STATE</u> CONTACT
NAME/TITLE	Paul Masters, President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6475 Jimmy Carter Blvd., Suite 300	311 S. Akard, 9 th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Norcross, GA 30071	Dallas, TX 75202-5398
FACSIMILE NUMBER	770/448-5482	214/464-2006

- 17.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.
- 17.2 **SBC-8STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.3 In the **SBC-8STATES**, CLEC 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. CLEC 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**, CLEC may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but CLEC is limited to designating a maximum of four (4) recipients (in addition to the CLEC contact designated in Section 17.1) for Accessible Letter notification via United States Postal Service (postage prepaid).
- 17.5 In **SBC-8STATE**, CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form (available on the applicable **SBC-8STATE**'s CLEC Handbook website) to the individual specified on that form to designate in writing each individual (other than the CLEC contact designated in Section 17.1) to whom CLEC requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. CLEC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters (other than the CLEC 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 CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC 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 CLECs 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
- (d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. 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 CLEC if **SBC-13STATE** has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

20.6 Return of Proprietary Information

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

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this

Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

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

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

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

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

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

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

action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and any Amendments to such Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, SBC-13STATE does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC-13STATE the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement and any Amendments to such Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph.

22. GOVERNING LAW

- 22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations

interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in 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 Section 258(b) of the Telecommunications Act of 1996. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

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

restricting access to CPNI in order to immediately provide service to such End User.

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

24.2 Applies to **SNET** only

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

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

25. COMPLIANCE AND CERTIFICATION

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

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

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

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

26. LAW ENFORCEMENT

26.1 SBC-12 STATE and CLEC 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 CLEC 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 CLEC 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 CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.

29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.10. **SBC-13STATE** shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against **SBC-13STATE** until the Parties agree upon the charges that apply to such CLEC Change.

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 CLEC not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC 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 CLEC 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 CLEC will in no event be liable to **SBC-13 STATE** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that CLEC did not introduce to the affected work location. **SBC-13STATE** will indemnify, defend (at CLEC's request) and hold CLEC 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 CLEC 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. CLEC 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 CLEC, its contractors or agents introduce to the work locations, or
 - 32.3.2 the presence or Release of any Environmental Hazard for which CLEC 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.

34. TAXES

- 34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter “Tax”) imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party’s corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

- 34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 34.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 34.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of

Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

- 34.8 With respect to any Tax or Tax controversy covered by this **Section 34**, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

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

36. NETWORK MAINTENANCE AND MANAGEMENT

- 36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes,

etc.) to achieve this desired result.

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

37. SIGNALING

- 37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between CLEC 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 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC 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, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.

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

40. EXPENSES

40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

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

41. CONFLICT OF INTEREST

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

42. SURVIVAL

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

43. SCOPE OF AGREEMENT

43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility,

product, service or arrangement described in the Act that is not expressly provided herein.

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

44. AMENDMENTS AND MODIFICATIONS

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

45. APPENDICES INCORPORATED BY REFERENCE

45.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

- 45.1.1 ~~SBC-13STATE~~ shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

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

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

45.3 DATABASE ACCESS

45.3.1 **SBC13STATE** shall provide to CLEC 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.

45.4 DIALING PARITY -- SECTION 251(b)(3)

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

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

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

45.5.1 **SBC-13STATE** shall provide to CLEC 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.

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

45.6.1 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.

45.7 OTHER SERVICES

45.7.1 911 and E911 Services

45.7.1.1 **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.

45.7.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

- 45.7.1.2.1 Having represented and warranted to **SBC-13STATE** that it will only offer data services, CLEC agrees that it will not provide voice service to its end users over the network elements furnished by **SBC-13STATE**; and
- 45.7.1.2.2 CLEC understands and agrees that, should it decide to provide voice service, it is required to meet all applicable Commission 911 service requirements; and
- 45.7.1.2.3 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of voice service to meet its 911 requirements. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s) from NECA for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to **SBC-13STATE**, and, following **SBC-13STATE**'s processing of such form(s), obtaining approval from the appropriate PSAP(s) for the CLEC's 911 service architecture. CLEC further understands that PSAP approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on **SBC-13STATE**'s prior experience with CLEC implementation of 911, these steps require a minimum of sixty (60) days.

45.7.2 AIN

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

negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

45.7.3 Directory Assistance (DA)

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

45.7.4 Hosting

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

45.7.5 Operator Services (OS)

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

45.7.6 Signaling System 7 Interconnection

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

45.7.7 Publishing and Directory

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

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

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

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

45.7.9.1 **SBC-13STATE** shall provide to CLEC 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.

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

45.7.10.1 The applicable Appendix 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.

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

45.7.11.1 Pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC 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. CLEC 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. AUTHORITY

46.1 Each of the **SBC** Parties represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of their respective states of incorporation. **SBC Communications Inc.** represents and warrants that it has full power and authority to execute and deliver this Agreement as agent for the **SBC** Parties. Each of the **SBC** Parties that is an ILEC represents and warrants that it has full power and authority to perform its obligations hereunder.

46.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

46.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

47. COUNTERPARTS

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

48. ENTIRE AGREEMENT

48.1 SBC-12STATE

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

48.2 SNET

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

SBC-13STATE Agreement
Signatures

Ernest Communications, Inc.

Pacific Bell Telephone Company

**By: SBC Telecommunications, Inc.,
Its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

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

AECN/OCN# _____
(Resale – if applicable)

Ernest Communications, Inc.

**ILLINOIS BELL TELEPHONE
COMPANY, INDIANA BELL
TELEPHONE COMPANY
INCORPORATED, MICHIGAN BELL
TELEPHONE COMPANY, THE OHIO
BELL TELEPHONE COMPANY,
WISCONSIN BELL, INC. D/B/A
AMERITECH WISCONSIN**

**By: SBC Telecommunications, Inc.,
Its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

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

AECN/OCN# _____
(Resale – 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 CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

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

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

3. GENERAL TERMS AND CONDITIONS

- 3.1 Access to the Toll Free Calling Database provided under these terms and conditions is only available for use in the provision of telephone exchange and Exchange Access Telecommunication Services as specified in the Telecommunications Act of 1996 and any effective rules and regulations of the Federal Communications Commission and the State regulatory Commission.
- 3.2 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 (SSP) functionality and (CCS/SS7) signaling. This Appendix is separate from the prices, terms, conditions and billing for such related elements, and in no way shall this Appendix be construed to circumvent the prices, terms, conditions or billing as specified for such related elements.
- 3.3 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC'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. CLEC 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 CLEC 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. CLEC 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 CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC 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 CLEC's switch of the gap length (how long CLEC's switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell **SBC-12STATE**'s 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of **SBC-12STATE**'s 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change

to existing forecasts. CLEC 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 of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

- 3.8 CLEC 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 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC 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 CLEC acts on behalf of other carriers to access **SBC-12STATE**'s Toll Free Calling Database, CLEC 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. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 CLEC 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 CLEC's activities on behalf of its local service customers where **SBC-12STATE** is the incumbent local exchange carrier. CLEC agrees that any other use of **SBC-12STATE**'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of **SBC-12STATE**'s effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

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

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

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

4. **RATE REGULATIONS**

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC 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 CLEC 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 CLEC shall pay a nonrecurring charge when a CLEC 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 CLECs allowing other telecommunications providers to use the CLEC'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 CLEC 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 CLEC.

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

**APPENDIX 800
EXHIBIT I**

1. SPECIFICATIONS AND STANDARDS

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

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APPENDIX COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Collocation 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 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 SBC-MOKA - As used herein, SBC-MOKA means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.9 SWBT-TX -As used herein, SWBT-TX means the applicable SBC owned ILEC doing business in Texas.
- 1.10 AM-MI - As used herein, AM-MI means the applicable SBC owned doing business in Michigan.
- 1.11 AM-IN - As used herein, AM-IN means the applicable SBC owned ILEC doing business in Indiana.

- 1.12 **AM-IL** - As used herein, **AM-IL** means the applicable SBC owned ILEC doing business in Illinois.
- 1.13 **AM-WI** - As used herein, **AM-WI** means the applicable SBC owned ILEC doing business in Wisconsin.
- 1.14 **AM-OH** - As used herein, **AM-OH** means the applicable SBC owned ILEC doing business in Ohio.
- 1.15 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.16 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.17 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DEFINITIONS

- 2.1 “**Active Central Office Space**” denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. *Also denotes central office space that may contain obsolete unused equipment.*
- 2.2 “**Adjacent Structure**” is a Collocator provided structure placed on **SBC-13STATE** property 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.
- 2.3 “**Application Fee**” includes the costs incurred by **SNET/PACIFIC/NEVADA** to process the Collocator’s application for physical collocation arrangements.
- 2.4 “**Augment**” is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.
- 2.5 “**Caged Physical Collocation**” is a cage or similar structure (not including a top) enclosing Collocator’s dedicated collocation space in which a Collocator may install its telecommunications equipment.
- 2.6 “**Cageless Physical Collocation**” is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

- 2.7 **“Collocation Area for Physical Collocation”** is the common area providing access to an area surrounding the Collocator’s dedicated space *as well as the space dedicated to Collocators*.
- 2.8 **“Collocation Interconnection Power Panel (CIPP)”** (SBC- 8STATE ONLY) 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.*
- 2.9 **“COBO”** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in SBC-AMERITECH.
- 2.10 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in Utility location, for purposes of Interconnection with the Utility or access to Unbundled Network Elements (UNE).
- 2.11 **“Dedicated Collocation Space”** is the space dedicated for the Collocator’s physical collocation arrangement located within a SBC-13STATE Eligible Structure.
- 2.12 **“Delivery Date”** the date upon which the CLEC or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in SBC-AMERITECH.
- 2.13 **“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.
- 2.14 **“Engineering Design Charge”** is the cost for SBC-MOKA employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.
- 2.15 **“Extraordinary Costs** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in SBC-AMERITECH.

- 2.16 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.17 **“Interconnector’s Collocation Services Handbook”** is a publication provided to the CLECs which provides information on how to order collocation arrangements from SBC-8STATE. The document also provides information about SBC-8STATE’s collocation processes and requirements and is located on the CLEC website (<https://clec.sbc.com/>).
- 2.17.1 SBC-AMERITECH provides similar information at a website (<http://tcnet.ameritech.com/>).
- 2.18 **“Non Standard Collocation Request (NSCR)”** in SBC-AMERITECH, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.19 **“Occupancy date”** the date that SBC-AMERITECH may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.
- 2.20 **“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.
- 2.21 **“Preparation Charges”** are the charges applicable to the preparation of SBC-AMERITECH Premises for Collocation, including any COBO charges, cage enclosure charges, cage enclosure charges, and extraordinary charges or expense.
- 2.22 **“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.
- 2.23 **“Project Coordination Fee”** reflects SNET/PACIFIC/NEVADA’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.
- 2.24 **“Shared Physical Collocation Cage”** is a caged dedicated collocation space that is shared by two or more Collocators within the SBC-13STATE’s Eligible Structure.
- 2.25 **“Unused Space”** denotes any space in the Eligible Structure which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for SBC-13STATE network equipment including affiliates and 3rd parties. May also be

used to denote space within a specific Collocator's area that is not occupied by or reserved for Collocator's equipment. (See also sections 4.1.2.1, 4.1.3.1, 5.12, & 10.1)

3. PURPOSE AND SCOPE OF AGREEMENT

- 3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the State Tariffs in California, Texas, Connecticut, Illinois, Michigan, Wisconsin or the State Commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum that **SBC-13STATE** has agreed or acquiesced that any piece of Collocator equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).
- 3.2 Nothing in this agreement requires **SBC-13STATE** to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that **SBC-13STATE** may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for access to UNEs or for interconnection with **SBC-13STATE**'s network. **SBC-13STATE** may require Collocator's 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 that **SBC-13STATE** may not require Collocator's 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.
- 3.3 Submission to State Commission
 - 3.3.1 The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, **SBC-13STATE** and parties shall submit it to the State commission for the State in which Collocator desires physical collocation as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.
- 3.4 Failure to Receive Approval
 - 3.4.1 In the event that this Agreement does not receive such unqualified

approval, this Agreement shall be void upon written notice of either party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, **SBC-13STATE** and parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

3.5 Preparation Prior to Regulatory Approval

3.5.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval required by Section 3.3. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement 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) days of notice by **SBC-13STATE**.

3.6 Price Quote or Response Intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space. The Price Quote (Quotation) Interval relates to the period in which **SBC-8STATE** will provide the CLEC with a quotation of rates and a Construction Interval for the desired arrangement. The Response Interval is the time period at the end of which **SBC-13STATE** must advise the CLEC if space is available for the Collocation arrangement requested.

3.6.1 **SBC-MOKA**

<i>Number of Applications By One Collocator Within 5 Days</i>	<i>Quotation Interval</i>
1 – 5	35 Business Days
6 – 10	40 Business Days
11 - 15	45 Business Days

Should Collocator submit sixteen (16) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

3.6.2 **SBC-AMERITECH**

<i>Number of Applications By One Collocator Within 5 Days</i>	<i>Response Interval</i>
1 – 5	10 Business Days
6 – 10	15 Business Days
11 - 15	20 Business Days

Should Collocator submit sixteen (16) or more applications within five (5) days, the quotation response will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

3.6.3* **PACIFIC**

<i>Number of Applications By One Collocator Within 5 Days*</i>	<i>Response Interval*</i>
1 – 10	10 Days
11 – 20	20Days
21 - 30	30 Days

Should Collocator submit thirty-one (31) or more applications within ten (10) business days, the quotation interval will be increased by ten (10) business days for every ten (10) additional applications or fraction thereof. Any material

* Available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

3.6.4 **NEVADA**

<i>Number of Applications by One Collocator Within 5 Days</i>	<i>Quotation Interval</i>
1 – 10	35 Days
11 – 20	45 Days
21 – 30	55 Days

Should Collocator submit thirty-one (31) or more applications within ten (10) business days, the quotation interval will be increased by ten (10) business days for every ten (10) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

3.6.5** **SNET**

<i>Number of Applications By One Collocator Within 5 Days</i>	<i>Quotation Interval</i>
1 – 5	30 Business Days
6 – 10	40 Business Days
11 - 15	45 Business Days
16-20	50 Business Days

Should Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

3.6.6 Collocator may obtain a shorter interval for the return of price quotes or responses than that set forth above by scheduling a meeting with **SBC-13STATE** at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize Collocator applications.

3.6.7 In **SBC-MOKA/SNET/NEVADA**, the Collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The

** Available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application, application fee, and engineering design charge are required.

3.7 Construction Intervals

3.7.1 **SBC-MOKA/SNET/SBC-AMERITECH** will complete construction of all Active Central Office Switchroom Space requests for caged, shared, and cageless collocation in 90 days from the receipt of Collocator's acceptance of the quotation or initial COBO (Central Office Build Out).

3.7.1.1 In **SBC-AMERITECH**, should the Collocator submit 11 or more applications within 10 business days the provisioning interval will be increased by 10 business days for every 10 additional applications.

3.7.2 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, **SBC-MOKA/SNET/SBC-AMERITECH** will complete construction of requests for caged, shared, or cageless collocation within 180 days from receipt of Collocator's acceptance of the quotation.

3.7.2.1 In **SBC-AMERITECH**, should the Collocator submit 11 or more applications within 10 business days the provisioning interval will be increased by 10 business days for every 10 additional applications.

3.7.3*** Caged Collocation Installation Interval – **PACIFIC/NEVADA**

3.7.3.1 Dedicated space for Cageless physical collocation is reserved upon notification to the Collocator that space is available.

3.7.3.2 Should the Collocator submit 11 or more applications within 10 business days the provisioning interval will be increased by 10 business days for every 10 additional applications.

3.7.3.3 Where space that is suitable for central office equipment (Active Central Office Space) is available, **PACIFIC/NEVADA** will deliver Caged Collocation within 120 business days from the completion of the application process.

***Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

3.7.3.4 Where space that is not suitable for central office equipment (Other Central Office Space) must be converted to Active Central Office Space, the provisioning interval will be 150 days.

3.7.3.5 Any material revision to a completed application will be treated as a new application following revision.

3.7.4 **Cageless Collocation Installation Interval – PACIFIC/NEVADA***

3.7.4.1 Dedicated space for Cageless physical collocation is reserved upon Notification to the Collocator that space is available.

3.7.4.2 Should the Collocator submit 11 or more applications within 10 business days the provisioning interval will be increased by 10 business days for every 10 additional applications.

3.7.4.3 Where space is suitable for central office equipment (active Central Office Space) is available, **PACIFIC/NEVADA** will deliver Cageless collocation within 110 Calendar days from the completion of the application process.

3.7.4.4 Where space that is not suitable for central office equipment (Other Central Office Space) is converted to Active Central Office Space, the Provisioning interval will be 140 days from the completion of the Application process.

3.7.5 **Adjacent Structure Collocation Installation Intervals**

3.7.5.1 **SBC-13STATE** installation interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

3.7.6 **CLEC Installation Intervals**

3.7.6.1 CLEC will, whenever possible, place their telecom equipment in the dedicated space within 30 calendar days of space turnover. CLEC must complete placement of CLEC Telecom Equipment in the Dedicated Space and interconnect to **SBC-13STATE**'s network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, **SBC-13STATE** may, upon notice, terminate that Physical Collocation arrangement, and CLEC 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 or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC 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 CLEC providing a telecommunications service.

3.8 Augments

3.8.1. **SBC-13STATE** shall allow CLEC to augment its collocation space when they reach a 60 percent utilization rate and shall allow CLEC to begin the applications process prior to reaching the 60% utilization rate if CLEC expects to achieve 60% utilization before the process is completed.

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 CLEC for the purpose of interconnecting with **SBC-13STATE**'s network or for obtaining access to **SBC-13STATE**'s unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. **SBC-13STATE**'s physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

4.1.1.1 In the **SBC-13STATE**'s, CLEC may apply for Caged Physical Collocation in initial and subsequent increments of 50 square feet. The caged serving arrangement is an area designated by **SBC-13STATE** within an Eligible Structure to be used by a CLEC 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 collocation space so the first Collocator in a **SBC-13STATE** premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

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

Collocation" is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A CLEC may request that **SBC-13STATE** provide Shared Caged Collocation via a new request for Physical Collocation whereby the CLEC requesting such space allocates the requested space among the number of CLECs initially requesting such space ("**New Shared Collocation**") or a request by CLEC to enter into a sublease arrangement with another Resident Collocators(s) in CLEC'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 CLEC that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the CLEC that originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each CLEC (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 CLEC Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. A request and any subsequent order for New Shared Collocation

shall be submitted by the Primary Collocator. When making New Shared Collocation available, **SBC-13STATE** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating CLEC. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one hundred percent (100%) of such Preparation Charges. 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 CLEC's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If CLEC is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if CLEC is the Primary Collocator in a New Shared Collocation arrangement, as a

condition of ordering New Shared Allocation, CLEC 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. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement 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 CLEC is the Primary Collocator, then CLEC 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 CLEC to sublease space from CLEC, CLEC shall require such other CLEC(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such CLEC'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. CLEC, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If CLEC is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, CLEC agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement 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 **5.1** and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s

unbundled Network Elements. **SBC-13STATE** shall provide CLEC access to **SBC-13STATE**'s unbundled Network Elements and permit CLEC to Interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if CLEC was the original Collocator. CLEC, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide CLEC'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, CLEC 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 CLEC remains in the Shared Cage Collocation, that CLEC 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 CLEC to collocate in any unused space (space that is vacant and does not contain **SBC-13STATE** equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space) in **SBC-13STATE**'s Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require CLEC 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 CLEC's or other collocating carriers' use, and once inside the building, **SBC-13STATE** must permit CLEC to have direct access to CLEC's equipment.
- 4.1.3.2 **SBC-13STATE** may not require CLEC 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. In addition, **SBC-13STATE** may not require CLEC to collocate in a room or isolated space, separate from **SBC-13STATE**'s own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. **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. **SBC-13STATE** may utilize reasonable segregation requirements that do not impose unnecessary additional cost on CLEC.
- 4.1.3.3 **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that CLEC 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 a **SBC-13STATE** premise will not be responsible for the entire cost of site preparation.

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 CLEC to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) to the extent technically feasible. **SBC-13STATE** will permit CLEC 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 CLEC to provide equipment installed within the Adjacent Structure. CLEC 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 of the Designated Space 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 200 cable feet from the Central Office power source. 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 CLEC. At its option, CLEC 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.

4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB or NSCR). When CLEC requests a particular collocation arrangement, the CLEC 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 Dedicated Space. If **SBC-13STATE** refuses to provide a 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 **Interconnection Arrangement- SBC-13STATE** shall provide, at the request of the CLEC, the connection between the CLEC's optional POT frame or equipment bay and the **SBC-13STATE** network. The CLEC cannot provide the connection. The CLEC will not be permitted access to the **SBC-13STATE** Main Distribution Frame or Intermediate Distribution Frame. If regeneration equipment is required, for any reason, it will be at the CLEC's expense. Interconnection Arrangements options are as follows: DS0 Arrangement, DS1 Arrangement, DS3 Arrangement and Fiber Arrangement.
- 4.4 **SBC-13STATE** shall provide, at the request of CLEC, the connection between the equipment in the physical collocation spaces of two or more telecommunications carriers. Available connections include copper cable, coaxial cable, and fiber optic cable. Upon request, **SBC-13STATE** shall permit CLEC to construct its own connection between CLEC's equipment and that of one or more collocating carriers, if CLEC does not request **SBC-13STATE**'s construction of such facilities. **SBC-13STATE** shall permit CLEC to construct such facilities using copper, coaxial or optical fiber equipment.
- 4.5 Within a contiguous area within the Eligible Structure, **SBC-13STATE** shall permit CLEC to connect its equipment with that of another collocated telecommunications carriers within the same Eligible Structure provided that the collocated equipment is also used for interconnection with **SBC-13STATE** or for access to **SBC-13STATE**'s unbundled network elements.
- 4.5.1 CLEC will not be permitted to place cable over **SBC-13STATE**'s switches or other critical equipment. **SBC-13STATE** will designate the route and space to be used for such facilities. **SBC-13STATE** shall permit CLEC to construct 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**.
- 4.6 If the Collocators are not located on the same floor and cannot physically pull the cable themselves through the **SBC-13STATE** provided structure(s), **SBC-13STATE** will perform the necessary construction and perform the cable pull on a time and materials basis. At no time will CLEC be allowed access to any portion of the central office other than the collocation area — except for reasonable access to restrooms and parking lots where available. **SBC-13STATE** will not make the physical connection with CLEC's equipment, **SBC-13STATE**

will not accept any liability for the cable or the connections and **SBC-13STATE** will not maintain any records concerning these connections.

- 4.7 **SBC-13STATE** shall permit CLEC 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. CLEC shall not have access to **SBC-13STATE**'s Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. 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 CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a CLEC'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:
- 4.7.1 Installing security cameras or other monitoring systems; or
 - 4.7.2 Requiring CLEC personnel to use badges with computerized tracking systems; or
 - 4.7.3 Requiring CLEC 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 CLEC employees to receive such training from **SBC-13STATE** itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.
 - 4.7.4 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.
- 4.8 **Relocation** – In the event **SBC-13STATE** determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC 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 dedicated collocation space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, CLEC shall be responsible for the cost of preparing the new dedicated collocation space at the new location. Otherwise **SBC-13STATE** shall be

responsible for any reasonable preparation costs.

- 4.8.1 In the event that CLEC requests that the Dedicated Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.
- 4.9 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be security qualified by the CLEC and will be required to be knowledgeable of **SBC-13STATE**'s security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require CLECs to receive security training from **SBC-13STATE**. CLECs can then provide their employees with their own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s).
- 4.10 CLECs 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 CLECs 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 CLECs 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:
- 4.10.1 Theft or destruction of **SBC-13STATE**'s or any CLEC's property.
- 4.10.2 Use or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE**'s property.
- 4.10.3 Industrial espionage.
- 4.10.4 Threats or violent acts against other persons on **SBC-13STATE**'s property.
- 4.10.5 Knowing violations of any local, state or federal law on **SBC-13STATE**'s property.

- 4.10.6 Permitting unauthorized persons access to **SBC-13STATE**'s or CLEC's equipment on **SBC-13STATE**'s property.
- 4.10.7 Carrying a weapon on **SBC-13STATE**'s property.
- 4.11 In addition, the CLEC and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the CLEC 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 Collocation website(s), provided the such information and any and all updates to it are timely provided to the CLEC.
- 4.12 CLECs will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the CLEC'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.
- 4.13 **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. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

5. SPACE AVAILABILITY

- 5.1 At the request of CLEC, **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, except at points 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 The determination whether there is sufficient space to accommodate physical collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify CLEC within ten (10) business days of submission of a completed Application for physical collocation by CLEC as to

whether its request for space is been granted or denied due to a lack of space.

- 5.2.1 When space for physical collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure.
- 5.2.2***In **PACIFIC/NEVADA**, any nonrecurring charges collected with the application, except the application fee will be returned to the CLEC. **PACIFIC/NEVADA** will, at the same time, forward a copy of the letter denying the CLEC's request to the California or Nevada Commission.
- 5.3 If **SBC-13STATE** contends space for physical collocation is not available in a premises, **SBC-13STATE** must allow CLEC to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten business days, or such later date as mutually agreed, of the receipt of **SBC-13STATE**'s denial of space. 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 Premises.
- 5.3.1 If CLEC disputes **SBC-MOKA**'s determination, CLEC can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by **SBC-MOKA** and CLEC. The engineer shall take into consideration **SBC-MOKA**'s planned use for the Eligible Structure under review.
- 5.3.2* In the event of a denial, **PACIFIC** will concurrently submit to both the California Commission and the CLEC, in support of its denial, provided under seal and subject to proprietary protections: Central office common language identifier, where applicable, the identity of the requesting CLEC, including amount of space requested by the CLEC, the total amount of space at the Dedicated Space, floor plans documented as provided for in the Interconnector's Collocation Services Handbook, identification of switch turnaround plans and other equipment removal plans and timelines, if any, central office rearrangement/expansion plans, if any, and description of other plans, if any that may relieve space exhaustion.

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- 5.3.3* In the event **PACIFIC** denies a CLEC's request and the CLEC disputes the denial the CLEC may request a tour of the entire Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **PACIFIC** designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the request for a tour and the tour shall be conducted within ten (10) days of the denial of space or at some mutually acceptable time if greater than (10) days
- 5.3.3.1* Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the **PACIFIC** representative and the designated agent for the CLEC, who will participate in the tour.
- 5.3.3.2* **PACIFIC** will provide all relevant documentation to the CLEC agent including floor plans and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. The **PACIFIC** representative will accompany and supervise the CLEC agent on the inspection tour.
- 5.3.3.3* If the CLEC agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of collocation space is insupportable, the CLEC and **PACIFIC** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The CLEC and the **PACIFIC** reports shall be on concurrently served on each other and submitted to the California Public Utility's Commission no later than 45 days following the filing of the request for space. Burden of proof shall be on **PACIFIC** to justify the basis for any denial of collocation space requests.
- 5.3.4 If **SBC-MOKA/NEVADA/SNET/SBC-AMERITECH** denies CLEC's Physical Collocation request because of space limitations and, after touring the applicable Premises, the Parties are unable to resolve the issue of whether the denial of space was proper, **SBC-MOKA/NEVADA/SNET/SBC-AMERITECH** shall, in connection with any complaint filed by CLEC, file with the Commission detailed floor plans or diagrams of such Premises, subject to protective order.
- 5.3.4.1 * Within ten (10) days of CLEC submitting a request to **PACIFIC** for physical collocation, if **PACIFIC** finds that it must deny the request, **PACIFIC** must file its response, under seal, with the

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Commission. The response includes the following information:

- 5.3.4.2* Central Office Common Language Identifier, where applicable;
- 5.3.4.3* The identity of the requesting CLEC, including amount of space sought by CLEC;
- 5.3.4.4* Total amount of space at the premises;
- 5.3.4.5* Floor plans including measurements of the **PACIFIC** premises, showing:
 - 5.3.4.5.1* Space housing **PACIFIC** network equipment or administrative offices;
 - 5.3.4.5.2* Space housing unused obsolete equipment, if any;
 - 5.3.4.5.3* Space which does not currently house **PACIFIC** equipment or administrative offices but is reserved by **PACIFIC** for future use;
 - 5.3.4.5.4* Space occupied by Collocators for the purpose of network interconnection or access to unbundled network elements;
 - 5.3.4.5.5* Space, if any, occupied by third parties for other purposes;
 - 5.3.4.5.6* Remaining space, if any.
 - 5.3.4.5.7* Identification of turnaround space for the switch or other equipment, if any;
 - 5.3.4.5.8* Central office rearrangement/expansion plans, if any and
 - 5.3.4.5.9* Description of other plans, if any, that may relieve space exhaustion.
- 5.4 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'s Internet site(s), indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space.
- 5.5 Upon request, **SBC-13STATE** must submit to the requesting carrier within ten days of the submission of the request a report indicating the available collocation

space in a particular **SBC-13STATE** Eligible Structure. This report will specify the amount of collocation space available at each requested Dedicated Space, 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 1 to 5 requests in 10 business days and 6 to 20 requests in 25 business days. Should the CLEC submit more than 20 requests at once for central offices where there is no current collocation or collocation forecasted, **SBC-13STATE** will provide the information on a scheduled basis of ten additional offices every ten days.

- 5.5.1 In **SBC-13STATE**, Reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.6 In any Central Office in which all options for physical collocation offered by **SBC-13STATE** have been exhausted, **SBC-13STATE** shall not be permitted to provide additional space in that Central Office for any of its affiliates
- 5.7 **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 CLEC 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 CLEC shall not unreasonably warehouse forecasted space.
- 5.8 To the extent possible, **SBC-13STATE** will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.
- 5.9 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 CLEC demand for Collocation. CLEC 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.
- 5.10 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses for a time period on terms no more favorable to **SBC-13STATE** for like equipment than those that apply to other telecommunications carriers, including CLEC, 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 CLEC will attempt to reach a mutually agreeable alternative method of interconnection.

- 5.11. At the request of the Commission or CLEC, **SBC-13STATE** shall remove any obsolete and unused equipment (e.g., retired in-place") from its Premises. **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).
- 5.12 **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 CLEC unless **SBC-13STATE** proves to the Commission that space constraints make such restrictions necessary.

6. DENIAL OF COLLOCATION EQUIPMENT

- 6.1 All types of network equipment placed in **SBC-13STATE** network equipment areas of Eligible Structures by **SBC-13STATE** or CLECs must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are:
 - 6.1.1 Equipment compliance to **SBC-13STATE** technical publication TP 76200MP Level 1 requirements, (see Texas Tariff section 5 paragraph 10.1 for Texas specific Tariff requirements for this standard), or
 - 6.1.2 Equipment history of safe operation demonstrated by placement in an ILEC network premise prior to January 1, 1998 with no documented or known history of safety problems.
- 6.2 **SBC-13STATE** is not required to permit collocation of equipment that is not necessary for either access to UNEs or for interconnection with **SBC-13STATE**, nor such as equipment used exclusively for switching or for enhanced services. Nothing in this Agreement requires **SBC-13STATE** to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that **SBC-13STATE** may not place any limitations on the

ability of CLEC to use all the features, functions, and capabilities of equipment collocated, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Dedicated Collocation Space

- 7.1.1 **SBC-MOKA/SNET**: For each Eligible Structure in which CLEC desires to physically collocate equipment, CLEC must submit a Physical Collocation Application with the applicable Engineering Design Charge and/or application fee. A copy of the Physical Collocation Application may be obtained from the **SBC-MOKA/SNET** Collocation Services account manager. The Physical Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.
- 7.1.2 In **SBC-AMERITECH** the installation interval begins after CLEC has submitted a complete order and rendered the associated initial COBO payment (denotes the firm order) as required in conjunction with the appropriate Notification Interval as in 2.6.
- 7.1.3 The installation interval begins after CLEC has submitted a complete application, with appropriate fees and prepayment as defined in **NEVADA**'s tariff, and **NEVADA** has completed processing of the application **NEVADA** agrees to pursue diligently the preparation of the Dedicated Space for use by CLEC.
- 7.1.3.1 **NEVADA** shall provide information to CLEC at the "Initial Contact," not incorporated herein but as described in the Interconnector's Collocation Services Handbook 6.3.
- 7.1.3.2 **NEVADA** and CLEC shall conduct two operational meetings prior to turnover of the dedicated space.
- 7.1.4* The installation interval begins after CLEC has submitted a complete application, with appropriate fees and prepayment as defined in **PACIFIC**'s tariff, and **PACIFIC** has completed processing of the application. **PACIFIC** agrees to pursue diligently the preparation of the Dedicated Space for use by CLEC.

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- 7.1.4.1* **PACIFIC** shall provide information to CLEC at the “Initial Contact,” not incorporated herein but as described in the Interconnector’s Collocation Services Handbook.
- 7.1.4.2* **PACIFIC** and CLEC shall conduct two operational meetings prior to turnover of the dedicated space.
- 7.2 **SBC-13STATE** will contract for and perform the construction and preparation activities necessary to prepare the dedicated space, Dedicated Space using the same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.
- 7.2.1 Notwithstanding the above, **SBC-13STATE** will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.
- 7.2.1.1 Certification by **SBC-8STATE** will be based on the same criteria **SBC-8STATE** uses in certifying contractors for its own purposes.
- 7.3 **Recurring/Non-Recurring charges** - CLEC shall pay **PACIFIC/SWBT-TX/SNET/SBC-AMERITECH** a per month charge and non-recurring charges for use of the Dedicated Collocation Space and any Telco provided equipment/facilities therein. These charges are contained in the state specific Appendix Pricing and/or in the applicable tariff. The recurring monthly charges for each Dedicated Collocation Space shall stay fixed for the term of this agreement and may be modified upon renegotiation of the Interconnection Agreement.
- 7.3.1 An ICB quote is prepared by **SBC-MOKA/NEVADA** to estimate non-recurring and recurring charges associated with the requested collocation space. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a CLEC Interconnection Agreement.
- 7.4 CLEC 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 Charge** - Prior to any obligation on **SBC-8STATE** to start any preparation of the Dedicated collocation space, CLEC shall pay **SBC-8STATE** 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 CLEC (“Custom Work”). CLEC 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 CLEC.

- 7.5.1 **SBC-AMERITECH** requires, before any obligation by **SBC-AMERITECH** to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay **SBC-AMERITECH** fifty percent (50%) of the COBO charge in states where the COBO is a non-recurring charge. Twenty-five percent (25%) of the COBO charge is due at the midpoint of the preparation of the Dedicated Collocation Space with the remaining twenty-five percent (25%) of the COBO charge due upon completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space.
- 7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit CLEC to have access to the dedicated collocation space for any purpose other than inspection during construction of CLEC’s dedicated physical collocation space until **SBC-13STATE** is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO.
- 7.7 Breach Prior to Commencement Date - In the event that the CLEC materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the dedicated 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 CLEC 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 dedicated collocation space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date **SBC-13STATE** made the Dedicated Collocation Space available to CLEC.

- 7.9.1*** **PACIFIC/NEVADA**: The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. [two section symbols] 64.1401(a), 64.1401(b) shall be as set forth in the applicable Tariff(s). To the extent that any of those charges are subject to appeal, the result of any such appeal shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge. To the extent that rates are not provided in the applicable Tariff(s), rates shall be determined on Individual Case Basis "ICB." Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.
- 7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that **SBC-13STATE** has turned over the dedicated space to the CLEC, Dedicated Space regardless of any failure by CLECs to complete its work. The fact that **SBC-13STATE** may have additional work to perform after CLEC does complete its work shall not bar the start of such charges.
- 7.11 The charges for a 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**.
- 7.12 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATEs**.
- 7.13 **NEVADA**: In the event that any CLEC Telecom Equipment that is to be placed in the Premises was not contemplated by that interstate tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), CLEC may be subject to charges under an ICB if **NEVADA**'s costs of providing the necessary Premises requirements (e.g., space, power, environmental, grounding) for any such CLEC Telecom Equipment is not recovered by those tariffed rates. Any ICB quote shall be included as part of the quote provided to the CLEC in response to its Physical Collocation application.
- 7.14*** CLEC and **PACIFIC/NEVADA** will complete an acceptance walk-through of the Dedicated Space prior to turning the Dedicated Space over to CLEC. Exceptions that are noted during this acceptance walk-through shall be corrected by **PACIFIC/NEVADA** as soon as commercially reasonable after those exceptions

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

*** Available only in the State of California and Nevada. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1.

are provided in writing, which exceptions shall be provided no more than 5 business days after the walk through. The correction of these exceptions from CLEC's Physical Collocation request shall be at PACIFIC/NEVADA's expense.

- 7.15 SBC-13STATE shall ensure that the Dedicated 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 DEDICATED COLLOCATION SPACE

- 8.1 Nature of Use – The dedicated collocation space is to be used by CLEC for purposes of collocating equipment and facilities within SBC-13STATE's Eligible Structure for interconnection with SBC-13STATE's network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to SBC-13STATE's unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the dedicated collocation space, CLEC shall not use the dedicated collocation space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Building.
- 8.2 CLEC shall not have access to SBC-13STATE's Main Distribution Frame or Intermediate Distribution Frame, DSXs, DCS, or any other SBC-13STATE equipment or facilities not specifically designated by SBC-13STATE for CLEC access.
- 8.3 A list of all of CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. CLEC warrants and represents that the Physical Collocation application contains a complete and accurate list of such CLEC Telecom Equipment. CLEC shall not place or leave any other equipment or facilities within the Dedicated 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 CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Dedicated Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation application, CLEC 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 CLEC 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 "CLEC Telecom Equipment."

- 8.5 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.
- 8.6 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to **SBC-13STATE**'s network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.
- 8.7 Operation of any equipment, facilities or any other item placed in the Dedicated Space shall not interfere with or impair service over **SBC-13STATE**'s network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Dedicated Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Dedicated 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.
- 8.8 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above, in **SBC-13STATE**s. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.
- 8.9 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the

Eligible Structure without the advance written permission and direction of **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, 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 CLEC in accordance with **SBC-13STATE**'s then-standard custom work order process or NSCR.

- 8.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.10.1, 8.10.2, 8.10.3, 8.10.4, and 8.10.5. CLEC shall strictly observe and abide by each in **SBC-13STATE**'s.
- 8.10.1 SBC Local Exchange Carriers TP 76200MP, 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;
- 8.10.2 **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.
- 8.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within **SBC-13STATE** central offices and may be modified from time to time.
- 8.10.4 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.
- 8.10.5 The Interconnector's Collocation Services Handbook, TP 76300MP and the TP 76200MP Standards are not incorporated herein but are available on the appropriate SBC ILEC's Collocation Internet site.
- 8.11 If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76300MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
- 8.11.1 If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide CLEC 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 Agreement thirty (30) days after such amendment is released by **SBC-13STATE**, except for those specific amendments to which CLEC objects to within thirty (30) days of

receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.11.2 If a modification is made after this Appendix becomes part of an effective “Statement of Generally Available Terms and Conditions” or similar document for **SBC-13STATE** (and the modification has not been included in a change to that “Statement” or this Appendix), then **SBC-13STATE** will provide CLEC with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of CLEC’s physical collocation application. Any CLEC objection to those modifications must be received by **SBC-13STATE** by the thirtieth (30th) day after their receipt by CLEC. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 8.11.1 shall apply.

8.11.3 Notwithstanding Sections 8.11.1 and/or 8.11.2, any modification made to address situations potentially harmful to **SBC-13STATE**’s or another’s network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. **SBC-13STATE** will immediately notify CLEC of any such modification.

8.12 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP (including any modification to any of them that can be objected to under this Section 8.11, regardless of whether CLEC objected to such modification) in the **SBC-13STATE**s. Notwithstanding the immediately preceding, modifications that are governed by Section 8.11.3 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.12.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets the **SBC-13STATE** minimum safety standards. The minimum safety standards are: (1) Equipment compliance to SBC LEC technical publication TP 76200MP Level One requirements and to corrosion protection requirements contained in Telcordia NEBS document GR-1089-CORE, Criteria [72, 73], except in the State of Texas where equipment compliance to Telcordia NEBS Level 1 requirements are the minimum safety requirements for CLEC equipment, or (2) Equipment history of safe operation demonstrated by

placement as network equipment in an ILEC prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. **SBC-13STATE** may 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 equipment. **SBC-13STATE** may not deny collocation of Collocator equipment because the equipment fails to meet TP76200MP reliability standards. If **SBC-13STATE** denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, **SBC-13STATE** must provide to the CLEC within five business days of the denial a list of all network equipment that **SBC-13STATE** has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards. 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.

- 8.13 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The CLEC 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 CLEC 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 CLEC 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. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC.
- 8.14 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. **SBC-**

13STATE will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.

- 8.15 **Fiber Entrances** – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the dedicated collocation space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.
- 8.16 **Demarcation Point** – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC’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.

9. OPERATIONAL RESPONSIBILITIES

- 9.1 CLEC 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.
- 9.2 CLEC and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 9.3 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and CLEC (typically a **SBC-13STATE** manhole) at which a CLEC 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.
- 9.3.1 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-8STATE**, and for leaving sufficient cable length in order for **SBC-8STATE** to fully extend such CLEC-provided cable to the Dedicated Space.
- 9.3.2 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-AMERITECH**, and for leaving sufficient cable length in order for **SBC-AMERITECH** to extend such CLEC-provided cable to the cable vault.
- 9.4 Regeneration of either DS-1 or DS-3 signal levels may be provided by CLEC or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

- 9.5 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge CLEC 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, CLEC 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**.
- 9.6 CLEC is solely responsible for the design, engineering, testing, performance, and maintenance of the CLEC Telecom Equipment used by CLEC in the Dedicated Space. CLEC may not disassemble, remove or otherwise reconfigure the cage enclosure (Dedicated Space) at any time unless it has been provided by the CLEC. CLEC is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Space in the **SBC-13STATEs**:
- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its CLEC Telecom Equipment;
- 9.6.3 Optional point of termination cross connects in its dedicated collocation space or the optional POT Frame/cabinet located in the collocation common area except if on **SBC-8STATE**'s equipment.
- 9.6.4 CLEC 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 CLEC's dedicated collocation space or in the optional POT frame located in the collocation common area if and as required; and
- 9.6.5 The connection cable and associated equipment which may be required within CLEC's dedicated collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within CLEC's dedicated space.
- 9.6.6 Any power cables required beyond the **SBC-8STATE** provided Collocation Interconnection Power Panel (CIPP) to CLEC's equipment. **SBC-8STATE** must always engineer, furnish and install the Collocation Interconnect Power Panel (CIPP) within CLEC-provided equipment bay, the associated power cables to the CIPP from the **SBC-8STATE** provided power distribution source and terminate and test the power cables. The CIPP will be placed within CLEC-provided equipment bay in a location within the bay as designated by CLEC.

SBC-13STATE NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 9.7 **SBC-13STATE** will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (e.g., **SBC-13STATE** shall not require CLEC to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP.. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.
- 9.7.1 In **SBC- 8STATE**, CLEC contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on appropriate ILEC's website.
- 9.8 In **SBC-8STATE**, 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.
- 9.9 CLEC is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 9.10 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

10. VIRTUAL COLLOCATION

- 10.1 Upon request, **SBC-13STATE** shall provide CLEC Virtual Collocation in any Unused Space. If CLEC wishes to Virtually Collocate a bay other than a Standard Bay, it must request such Virtual Collocation via an ICB/NSCR. CLEC shall not have physical access to its Virtually Collocated equipment but may, at its expense, electronically monitor and control its Virtually Collocated equipment. **SBC-13STATE** shall, subject to CLEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing CLEC's equipment. CLEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Physical Collocation). In addition to the rates set forth in the Pricing appendix and applicable tariffs, if **SBC-13STATE** must locate CLEC's Virtual Collocation bays in its switch line-up,

CLEC shall also be responsible for any extraordinary costs necessary to condition such space.

- 10.2 **SBC-13STATE** shall deliver to CLEC the requested space on or before the later of (i) 110 Calendar Days from **SBC-13STATE**'s receipt of CLEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that Parties may agree upon if it is not feasible for **SBC-13STATE** to deliver to CLEC such space within 110 Calendar Days and **SBC-13STATE** notified CLEC of this fact within ten (10) Business Days after the initial walk-through.
- 10.3 **SBC-13STATE** shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with the CLEC based on availability and equipment delivery intervals.
- 10.4 **SBC-13STATE** shall install applicable Cross-Connects as directed by CLEC, at the rates provided in the Pricing appendix or applicable tariffs.
- 10.5 **SBC-13STATE** shall allow periodic inspections of the Virtual Collocation space where CLEC equipment is located, during construction.
- 10.6 **SBC-13STATE** shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

11. CASUALTY LOSS

- 11.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:
 - 11.1.1 The Dedicated Spaces are 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
 - 11.1.2 The Dedicated Spaces are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, **SBC-13STATE** has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location.

- 11.2 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as originally prepared for CLEC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC or by **SBC-13STATE** on request of CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC or by **SBC-13STATE** on request of CLEC.
- 11.3 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 Dedicated Space e may be unaffected thereby, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

12. RE-ENTRY

- 12.1 Unless otherwise set forth herein, if CLEC shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC 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 Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated 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 a Dedicated Space-by-Dedicated 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 CLEC at any time thereafter.

13. LIMITATION OF LIABILITY

- 13.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of **SBC-13STATE**, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of CLEC or which arise in connection with the use of CLEC-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon **SBC-13STATE**.

- 13.1.1 Neither party shall be responsible to the other for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.
- 13.1.2 Each party shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other party's services or equipment except those claims and damages directly associated with the provision of services to the other party which are governed by the provisioning party's applicable tariffs.
- 13.1.3 Neither party shall have any liability whatsoever to the customers of the other party for claims arising from the provision of the other party's service to its customers, including claims for interruption of service, quality of service or billing disputes.
- 13.1.4 The liability of either party for its willful misconduct, if any, is not limited by this Agreement. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, **SBC-13STATE**'s liability, if any, shall not exceed an amount equal to the proportionate monthly charge for the affected period.
- 13.1.5 **SBC-13STATE** shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall **SBC-13STATE** for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- 13.1.6 When CLEC is provided service under this Agreement, **SBC-13STATE** shall be indemnified, defended and held harmless by CLEC against any claim, loss or damage arising from the customer's use of services offered under this Agreement, involving:
- 13.1.6.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- 13.1.6.2 Claims for patent infringement arising from the customer's acts combining or using the service furnished by **SBC-13STATE** in connection with facilities or equipment furnished by the customer; or
- 13.1.6.3 All other claims arising in connection with any act or omission of in the course of using services provided pursuant to this Agreement.
- 13.2 **Third Parties** – CLEC 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 CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC'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. CLEC 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 CLEC.

14. INDEMNIFICATION OF **SBC-13STATE**

14.1 In addition to any other provision hereof, CLEC agrees to indemnify, defend and save harmless **SBC-13STATE** (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with CLEC's use of the dedicated collocation space, conduct of its business or any activity, in or about the dedicated collocation space, performance of any terms of this Agreement, or any act or omission of CLEC (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to **SBC-13STATE**.

15. OSHA STATEMENT

15.1 CLEC, 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 dedicated collocation space which CLEC 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 CLEC'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 dedicated collocation space which **SBC-13STATE** has agreed to maintain pursuant hereto.

16. NOTICES

16.1 Except in emergency situations, **SBC-13STATE** shall provide CLEC 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 Dedicated Space or in the general area of the AC and DC power plants

which support the Dedicated Space.

- 16.2 **SBC-13STATE** will inform CLEC by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.
- 16.3 **SBC-13STATE** will provide CLEC 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 CLEC Telecom Equipment. **SBC-13STATE** shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.
- 16.4 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 **SBC-13STATE**: Account Manager - Collocation
Four Bell Plaza, 9th Floor
311 S. Akard St.
Dallas, TX 75202-5398

If to CLEC: Paul Masters, President
Ernest Communications, Inc.
6475 Jimmy Carter Blvd., Suite 300
Norcross, GA 30071

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

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

If to SBC-8STATE: ICSC
Attn: Kathy Smith
2180 N. Glenville Dr., 2nd Floor
Richardson, TX 75082

If to SBC-AMERITECH: AIIS Service Center
Attn: Collocation
2nd Floor
804 North Milwaukee
Milwaukee, WI 53202

If to CLEC: Paul Masters, President
Ernest Communications, Inc.
6475 Jimmy Carter Blvd., Suite 300
Norcross, GA 30071

17. INSURANCE

17.1 CLEC shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the State of SBC-13STATE. 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S)

17.1.1 Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

17.1.2 If use of an automobile is required or if CLEC is provided or otherwise allowed parking space by SBC-13STATE in connection with Physical Collocation provided under this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. CLEC hereby waives any rights of recovery against SBC-13STATE for damage to CLEC's vehicles while on the grounds of the Eligible Structure and CLEC will hold SBC-13STATE

harmless and indemnify it with respect to any such damage or damage to vehicles of CLEC's employees, contractors, invitees, licensees or agents.

- 17.1.3 Workers' Compensation insurance with benefits afforded in accordance with the laws of the state of **SBC-13STATE**.
 - 17.1.4 Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
 - 17.1.5 Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
 - 17.1.6 All Risk Property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within the Eligible Structure or the Dedicated Space. CLEC 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 CLEC or located on or in the space at the instance of CLEC by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on CLEC's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of CLEC against **SBC-13STATE** for damage to CLEC's fixtures or personal property are hereby waived. CLEC 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.
- 17.2 The limits set forth in this Section may be increased by **SBC-13STATE** from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing **SBC-13STATE** structure.
 - 17.3 All policies purchased by CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
 - 17.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of CLEC's Telecom Equipment or other CLEC facilities or

equipment remain within the Dedicated Space or the Eligible Structure.

- 17.5 CLEC shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, **SBC-13STATE**'s obligation to turn over the Dedicated Space to CLEC or to permit any CLEC-designated subcontractors into the Eligible Structure pursuant to Sections 3.7 and 3.7.3. CLEC shall arrange for **SBC-13STATE** to receive thirty-(30) day's advance written notice from CLEC's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 17.6 CLEC 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 Dedicated Space is located.
- 17.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Appendix.

18. PROTECTION OF SERVICE AND PROPERTY

- 18.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 18.2 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.
- 18.3 Except as may otherwise be provided:
 - 18.3.1 **SBC-13STATE** and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
 - 18.3.2 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.
 - 18.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 18.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain CLEC 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 CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on **SBC-13STATE**'s Dedicated Space.

- 18.5 **SBC-13STATE** shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure where there are **SBC-13STATE** security guards.
- 18.6 CLEC shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.
- 18.7 **SBC-13STATE** shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain CLEC equipment or equipment enclosures.
- 18.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.
- 18.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.
- 18.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that **SBC-13STATE**'s security measures are unreasonably lax, CLEC shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:
- 18.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.
- 18.10.2 **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 Dedicated Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.

18.10.3 **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 Dedicated Space. **SBC-13STATE** shall respond immediately to reported problems with CLEC key cards.

18.10.4 In emergency situations common courtesy will be extended between CLEC and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.

18.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

19. MISCELLANEOUS

19.1 Variations – In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by **SBC-13STATE** shall control.

19.2 Governing Law – This Agreement shall be governed by the laws of the State in which the dedicated collocation space is located, without regard to the choice of law principles thereof.

19.3 Joint and Several – If CLEC constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

19.4 Future Negotiations – **SBC-13STATE** may refuse requests for space in an Eligible structure if CLEC is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, CLEC hereby releases and holds **SBC-13STATE** harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation.

19.5 Severability – With the exception of the requirements, obligations, and rights set forth in this Appendix, if any of the provisions herein are otherwise deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of **SBC-13STATE** and CLEC shall be construed accordingly.

19.6 Paragraph Headings and Article Numbers – The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

- 19.7 **Entire Agreement** – This Agreement along with any schedules, exhibits, referenced documentation and materials set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties; provided, however, that this provision shall not affect current or pending tariffs, under investigation or otherwise, including any charges due thereunder. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.
- 19.8 **No Third Party Beneficiaries** – Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.
- 19.9 **Construction** – This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.
- 19.10 **Multiple Originals** – This Agreement may be executed in multiple copies, each of which shall be deemed an original.
- 19.11 **Waver of Obligations**
- 19.11.1 Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.
- 19.11.2 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by **SBC-13STATE** to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other Collocators.
- 19.12 **Rights of Review with Remedies** – The parties acknowledge and agree that the rates, terms, and conditions set forth in this Amendment, including among others those above relating to cageless collocation, are subject to any legal or equitable rights of review and remedies (including, but not limited to, the need to renegotiate this Amendment if any agency reconsideration and/or court review results in changes in FCC 99-48).

- 19.13 **Rights Cumulative** – The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.
- 19.14 **Binding Effect** – This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.
- 19.15 **Impossibility of Performance** – Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, CLEC’s authorized agents and contractors will comply with the Emergency Operating Procedures established by **SBC-13STATE**.
- 19.16 **Survival** – The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.
- 19.17 **Successors Bound** – The conditions and agreements contained herein shall bind and inure to the benefit of **SBC-13STATE**, CLEC and their respective successors and, except as otherwise provided herein, assigns.
- 19.18 **Conflict of Interest** – CLEC represents that no employee or agent of **SBC-13STATE** has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from CLEC, or any of CLEC's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.
- 19.19 **Non-Exclusive Remedies** – No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

- 19.20 Assignment – CLEC shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the dedicated collocation space by any other person or entity, without the prior written consent of **SBC-13STATE** which shall not be unreasonable withheld. Any purported assignment or transfer made without such consent shall be voidable at the option of **SBC-13STATE** including subleased or shared caged physical collocation arrangements.

20. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX 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 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-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.6 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.7 **SBC-12STATE** agrees to provide CLEC 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 Appendix, for CLEC 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-12STATE’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SBC-12STATE’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. 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”) 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-12STATE shall only make the HFPL available to CLEC in those instances where SBC-12STATE 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 CLEC may use to deploy xDSL technologies.
- 2.10 “Cooperative Acceptance Testing” shall be defined as the joint testing between **SBC-12STATE**’s Technician, its Local Operations Center (“LOC”), and the CLECs 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-12STATE**’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-12STATE’s HFPL offering unless otherwise noted.
- 3.2 SBC-12STATE will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. SBC-12STATE will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-12STATE does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not interfere with analog voice band transmission.
- 3.3 SBC-12STATE shall not deny CLEC’s request to deploy any loop technology that is presumed acceptable for deployment unless SBC-12STATE has demonstrated to the state commissions in accordance with FCC orders that CLEC’s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to SBC-12STATE and the state commission before or at the time of its request to deploy such technology within SBC-12STATE. 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.
- 3.5 In the event the CLEC 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 the CLEC 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.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or SBC-12STATE, agrees that should it cause any non-standard xDSL technologies to be deployed or used in

connection with or on **SBC-12STATE** 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, CLEC (“Indemnifying Party”) shall release, defend and indemnify **SBC-12STATE** (“Indemnitee”) and hold Indemnitee harmless against any Loss, including any Loss to a Third Party such as another CLEC or **SBC-12STATE** end user, arising out of the negligence or willful misconduct of CLEC, its agents, its end users, contractors, or others retained by CLEC, in connection with CLEC’s provision of splitter functionality under this Appendix.

- 3.6.2 For any technology, CLEC’s use of any **SBC-12STATE** network element, or its own equipment or facilities in conjunction with any **SBC-12STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-12STATE**, its affiliated companies or connecting and concurring carriers involved in **SBC-12STATE** services, cause damage to **SBC-12STATE**’s plant, impair the privacy of a communications carried over **SBC-12STATE**’s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, **SBC-12STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC’s use of the element(s) causing the violation. Subject to Section 9.3 for HFPL, **SBC-12STATE** will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If **SBC-12STATE** does not believe the CLEC has made the sufficient showing of harm, or if CLEC 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-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party's (i.e. CLECs) provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee is requested by another telecommunications provider to provide a voice grade service or facility to the end user.
- 3.7.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee 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 damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities or Indemnifying Party's (i.e. CLEC's) provision of splitter functionality under this Appendix, or the Indemnifying Party's retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee and Indemnitee is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.
- 3.7.3 Indemnity agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee 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 used by Indemnitee in the area affected by the claim, or Indemnifying

Party's (i.e. CLEC'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. Indemnitee will further cooperate with 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. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

- 3.7.4 Indemnity agrees that Indemnifying Party will have no indemnity obligation, and Indemnitee 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 Indemnitee liability and in any case which Indemnifying Party's (i.e. CLECs) provision of splitter functionality under this Appendix is determined not to be the cause of any Indemnity (i.e. **SBC-12STATE**) liability.
- 3.8 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, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectrum Density (PSD) mask of the technology the CLEC 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 CLEC 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 CLEC'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 CLEC 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 CLEC'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-12STATE** 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-12STATE** will make the following options available to CLEC:
- 4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).
- 4.1.4.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its

DSLAM. **SBC-12STATE** is relieved of this requirement to unbundle its DSLAM if it permits the CLEC to collocate its DSLAM in the RT 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-12STATE** 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. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** 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-12STATE** traditional retail POTS services are disconnected at the request of the end user or POTS service is suspended due to “denial for non-pay”, **SBC-12STATE** will notify the CLEC that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at CLEC’s option.
- 4.3 **SBC-12STATE** 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-12STATE** is not the retail POTS provider.
- 4.5 **SBC-12STATE** shall not be required to provide narrowband service to CLEC “A” and broadband service to CLEC “B” on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any **SBC-12STATE** splitters, equipment, cross connects or OSS systems to facilitate line sharing between such CLECs.
- 4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** 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, CLEC 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 at its request at their cost.

- 4.7 For each loop, CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC 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-12STATE** 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, CLEC shall provide **SBC-12STATE** 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-12STATE** rejects a request by CLEC for provisioning of advanced services, **SBC-12STATE** will disclose to the requesting CLEC 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-12STATE** will not deny a requesting CLEC'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 CLEC 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 CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC'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-12STATE** will provide a loop to support the new technology for CLEC 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-12STATE** 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 6.3.4 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.
- 4.9.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC 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-12STATE** or a CLEC 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.
- 4.9.3 **SBC-12STATE** shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, **SBC-12STATE** 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: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-12STATE's standard collocation practices and procedure. When virtually collocated, SBC-12STATE will install, provision and maintain splitters under the terms of virtual collocation.

5.1.2 5.1.2 Option 2: SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. SBC will determine where such SBC-owned splitters will be located in each central office. Upon CLEC's request, SBC will perform testing at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the SBC-owned splitters, including 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: CLEC 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). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC 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 CLEC's line sharing order.

- 5.1.2.1.2 Forecast Penalties: If CLEC fails to come within plus or minus twenty five percent (25%) of its forecast referenced in Section 5.1.2.4.1 above, CLEC shall have an additional ninety (90) days to meet such forecast. If, on the 90th day, CLEC has failed to come within plus or minus twenty five percent (25%) of its forecast referenced in Section 5.1.2.4.1 above, CLEC shall pay SBC a penalty payment commensurate with the difference between the ports actually used and the ports forecasted as a nonrecurring charge. Should another carrier consume the splitter ports which were forecasted but not used by CLEC, SBC will discount CLEC's penalty payment to SBC on a pro rata basis.
- 5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12 STATE locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12 STATE'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 From time to time, SBC 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 to last more than fifteen (15) minutes, SBC shall notify CLEC.
- 5.1.2.6 When an end-user disconnects SBC's POTS service, SBC will initiate action to disconnect the POTS service, will notify CLEC of such disconnection and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC 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.

5.1.2.7 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

5.2 When physically collocated, 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 CLEC will have test access to the line side of the splitter on the terminating end of the cross connect to the collocation arrangement. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12STATE will install the splitter in a SBC-12STATE bay and SBC-12STATE will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. The CLEC is not permitted direct physical access to the MDF or the IDF for testing.

5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12STATE Operations Support Systems (“OSS”).

5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

6.1 General: SBC-12STATE will provide CLEC with nondiscriminatory access that access is available by electronic or manual means, to its loop make-up information set forth in SBC-12STATE's Plan of Record. In the interim, loop make-up data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop make-up information that SBC-12STATE is providing any other CLEC and/or SBC-12STATE or its advanced services affiliate.

6.2 Loop Pre-Qualification: Subject to 6.1 above, SBC-12STATE's pre-qualification will provide a near real time response to CLEC queries. Until

replaced with OSS access as provided in 6.1, **SBC-12STATE** 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 the CLEC and is available at no charge.

6.3 **Loop Qualification:** Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop make-up information, subject to the following:

6.3.1 For loops ordered under 12,000 feet in length, **SBC-12STATE** will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.

6.3.2 If a CLEC elects to have **SBC-12STATE** 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-12STATE**'s affiliate, whichever is less.

6.3.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.

6.3.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

6.4 Electronic access to loop makeup data through OSS enhancements described in 6.1 above will return information in all fields described in the Plan of Record where information is contained in **SBC-12STATE**'s

electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (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. If a detailed manual loop qualification is requested, loop makeup data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

7. PROVISIONING

- 7.1 Provisioning: SBC-12STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC 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 under 12,000 feet, SBC-12STATE will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.3.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning SBC-12STATE 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.
- 7.3.1 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-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.

- 7.3.2 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-12STATE**'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 CLEC's end user customer release 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 circuit and out-of-hours charges may apply.
- 7.3.2 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 the CLEC'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.
- 7.3.3 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.
- 7.3.4 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 provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

- 7.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring 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.

8. ACCEPTANCE TESTING AND COOPERATIVE TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Therefore, acceptance testing is unnecessary. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test.
- 8.2 Should the CLEC 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.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC 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.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 8.3.1.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will

complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.

- 8.3.3 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 the CLEC 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 the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.
- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and a **SBC-12STATE** 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 a **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.
- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.

- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** 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 8.4 below.
- 8.3.7 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.

8.4 Acceptance Testing Billing

- 8.4.1 The CLEC 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. In any calendar month after the first sixty (60) days of the agreement, the CLEC may indicate that it believes that **SBC-12STATE** is failing to install loops that are acceptable under the terms and definitions of this Appendix.
- 8.4.1.1 **SBC-12STATE** will perform an unbiased random sampling of the CLEC's service orders (or any other statistically robust or mutually acceptable sampling process). If the sampling establishes that **SBC-12STATE** is correctly provisioning loops with continuity and ordered conditioning eighty percent (80%) of the time, **SBC-12STATE** may continue charging for Acceptance Testing for all. If the sampling results show that **SBC-12STATE** is not correctly provisioning loops eighty percent (80%) of the time, or greater, **SBC-12STATE** may then perform a comprehensive analysis of the population.
- 8.4.1.2 If the sampling results from Section 8.4.1.1 above show that **SBC-12STATE** is in non-compliance with the conditioning success rate, as defined in this Appendix,

then the CLEC will not be billed for Acceptance Testing for the next sixty (60) days. When and if necessary, the Parties will negotiate, in good faith, to determine a mutually acceptable method for random sampling; however, orders placed within the first thirty (30) days of the CLEC's entry into any Metropolitan Statistical Area ("MSA") shall be excluded from any sampling population, whether random or comprehensive.

- 8.4.1.3 In any calendar month after the sixty (60) day no-charge period for Acceptance Testing, **SBC-12STATE** may request another random sampling of orders, using the mutually acceptable random sampling method, as negotiated in Section 8.4.1.2 above, be performed to determine whether **SBC-12STATE** can show compliance with the minimum success rates, as defined in Section 8.4.1.1 above. If the sampling result show **SBC-12STATE** is again in compliance, billing for Acceptance Testing shall resume.
- 8.4.1.4 Regardless of whether **SBC-12STATE** is in the period in which it may bill for Acceptance Testing, it will not bill for the Acceptance Testing for loop installs that did not pass the test parameters, as defined by this Appendix. **SBC-12STATE** will not bill for loop repairs when the repair resulted from a **SBC-12STATE** problem.
- 8.4.1.5 Beginning November 1, 2000, the **SBC-12STATE** delivery commitment, as defined by this Appendix, changes from 80% to 90%.

8.4.2 The charges for Acceptance 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
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 the CLEC, 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.

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-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop.
- 9.3 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, **SBC-12STATE** will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE** (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and **SBC-12STATE** will “cutaround” the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC 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 CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's

request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

- 9.5 Any CLEC testing of the retail-POTS service must be non-intrusive. The CLEC may use intrusive testing on its non-integrated DATA-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by the CLEC.
- 9.6 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, 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, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, 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-12STATE** and CLEC 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-12STATE** and/or CLEC 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 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. 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **“Automated Message 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-12STATE DA Operator.

- 2.14 “**Nortel Queue Management System (QMS)**” - Supports up to 255 unique queues on calls to operator positions.
- 2.15 “**Nortel Traffic Operating Position System (TOPS)**” - Performs base call processing functions and support service capabilities.
- 2.16 “**Nortel/IBM Protocol**” – Allows communication between Nortel Switch and IBM database.
- 2.17 “**IBM Platform**” – Offers directory search applications built on a standard operating software environment.

3. SERVICE

- 3.1 Direct Access allows CLECs access to **SBC-12STATE**'s Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to CLEC's End User. This service shall allow the CLEC to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address **SBC-12STATE** will provide CLECs nondiscriminatory access to the same directory listing information available to its own directory assistance operators.
- 3.2 Where technically feasible and/or available, CLEC may receive Direct Access from **SBC-12STATE**'s host switches via a CLEC 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 CLEC switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SBC-12STATE

- 4.1 **SBC-12STATE** shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to CLEC for all **SBC-12STATE** listings.
- 4.2 **SBC-12STATE** shall provide DA listings to CLEC from its current DA records and in accordance with **SBC-12STATE**'s methods, practices, and procedures.
- 4.3 **SBC-12STATE** shall provide CLEC access to the same listing information that is available to its own operators.

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

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. 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 CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
- 5.2.1 **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

- 6.1 The CLEC providing the circuit between CLEC's office and **SBC-12STATE**'s office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by the CLEC.
- 6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by **SBC-12STATE**, and CLEC will reimburse **SBC-12STATE** for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

- 7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix CLEC also agrees to release, defend, indemnify, and hold harmless **SBC-12STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-12STATE** employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 SBC-12STATE shall bill through the appropriate SBC-12STATE regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

10.1 The subscriber listing information accessed shall remain the property of SBC-12STATE. CLEC shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall the CLEC 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 CLEC's request, and pursuant to the terms and conditions herein, SBC-12STATE will set rates and other appropriate criteria for provision of Direct Access to CLEC 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 CLEC shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time a CLEC orders Direct Access.

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

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

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

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

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC 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 CLEC End Users.
- 2.1.4 CLEC wishes to provide DA service to its End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listing information pertaining to SBC-13STATE's subscribers residing in CLEC's service area(s).
- 2.1.5 SBC-13STATE agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
- 2.1.5.1 SBC-13STATE shall license its directory assistance listing information as defined in Exhibit A.
- 2.1.5.2 SBC-13STATE shall provide directory assistance listing information in a mutually acceptable format.
- 2.1.5.3 SBC-13STATE shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC13-STATE will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

- 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix for the sole purpose of providing local DA services to Licensee's End Users residing in Licensor's service area.
- 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by SBC-13STATE, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

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

3. ASSIGNMENT

3.1 The directory assistance listing information shall remain the property of SBC-13STATE. The CLEC shall not sublicense, assign, sell or transfer the directory assistance listing information licensed hereunder, nor shall CLEC authorize any other company or any person to use the directory assistance listing information for any other purpose. CLEC 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 CLEC, 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 CLEC 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 CLEC. CLEC 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 CLEC 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 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC 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 CLEC, in which event CLEC 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. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

6. TERM OF APPENDIX

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

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation,

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

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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 CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-PACIFIC means the applicable above listed ILEC doing business in California.
- 1.6 As used herein, SBC-NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.7 The prices at which SBC-13STATE agrees to provide 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 CLEC’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.7 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate,

set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC 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 CLEC 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.

SBC-13STATE will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **SBC-13-STATE** will report this “No Record Found” condition to the CLEC 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 CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.
- 3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC 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 CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

- 3.4.5 SBC-13STATE shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and SBC-13STATE is the 911 service provider.
- 3.4.6 Where SBC-13STATE manages the DBMS, SBC-13STATE shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 CLEC 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 CLEC 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 CLEC shall provide interconnection with each SBC-13STATE 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In SBC-AMERITECH only, the CLEC 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 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC-13STATE SR.
- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC-13STATE 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.
- 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC-13STATE.
- 4.2.10 CLEC will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between CLEC's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC'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). CLEC 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 CLEC if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC-

13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
 - 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
 - 4.3.4 CLEC is responsible for providing SBC-13STATE updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
 - 4.3.5 The CLEC shall reimburse SBC-13STATE for any additional database charges incurred by SBC-13STATE for errors in ALI data updates caused by CLEC or its third-party agent.
 - 4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 4.4 Other
- 4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

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).

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 CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC 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 CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC 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 CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to SBC-13STATE prior to use of CLEC'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 CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC 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 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 CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-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 CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC-13STATE, CLEC 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 CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.

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

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law;

regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX FCC MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

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

2. DEFINED TERMS; DATES OF REFERENCE

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

2.2.1 the Merger Closing Date is October 8, 1999; and

2.2.2 the Offering Window begins November 7, 1999.

2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. DISCOUNTED SURROGATE LINE SHARING CHARGES

3.1 Pursuant to the terms and conditions, at the times specified, and in the geographic areas identified all as set out in section 14 of the FCC Merger Conditions, and subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, SBC-13STATE will provide unbundled local loops to CLEC for the purpose of providing Advanced Services (such as ADSL) where such loops are not used to also provide voice grade services and all other provisions in the FCC Merger Conditions are met at 50% of the lowest monthly recurring charge, 50% of the lowest non-recurring line or service connection charge, and 100% of the lowest non-recurring service order charges (i.e. there is no discount for service order charges) for the unbundled local loop then effective that has been established by the state commission pursuant to 252(d)(1) of the Act.

3.2 If CLEC does not qualify to order the unbundled local loops for the purpose of providing Advanced Services (such as ADSL) as set forth in the FCC Merger Conditions, SBC-13STATE's provision, if any, and CLEC's payment for unbundled Local Loops for the purpose of providing Advanced Services (such as ADSL) shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless SBC-13STATE receives thirty (30) days advance written notice with instructions to terminate the discounted surrogate line sharing charges or to convert such line to an available alternative arrangement provided by SBC-13STATE, then upon expiration of any discounted surrogate line sharing charges, the line 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 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.

4. OSS: CHANGE MANAGEMENT PROCESS

4.1 Upon request by CLEC, within one month of the Merger Closing Date, SBC-13STATE and CLEC shall begin to negotiate along with other interested CLECs

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

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

- 5.1 Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, all flat-rate monthly charges for access to the Remote Access Facility and the Information Services Call Center. The intent of this Paragraph is to eliminate the flat-rate monthly charges (amounting to approximately \$3600 per month per CLEC per State) that **SBC-13STATE** charged CLECs prior to the Merger Closing Date. Effective with the first billing cycle that begins after the Merger Closing date, **SBC-13STATE** also hereby eliminates in the **SBC-13STATE** Service Area, on a going-forward basis, any flat-rate monthly charges for access to standard, non-electronic order processing facilities that are used for orders of 30 lines or less. This Paragraph does not limit **SBC-13STATE**'s right to charge CLEC for the cost of processing service orders received by electronic or non-electronic means, whether on an electronic or non-electronic basis; to charge CLEC for the cost of providing loop make-up information, or to recover the costs of developing and providing OSS through the pricing of UNEs or resold services, in accordance with applicable federal and state pricing requirements.

6. **ADVANCED SERVICES OSS DISCOUNTS**

- 6.1 **SBC-13STATE** will, subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions, provide CLEC a discount of 25% from recurring and nonrecurring charges (including 25% from the Surrogate Line Sharing Charges, if applicable) that otherwise would be applicable for unbundled local loops used to provide Advanced Services in the same relevant geographic area under the conditions and for the period of time outlined in the FCC Merger Conditions.
- 6.2 If CLEC does not qualify for the promotional unbundled Local Loop discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for unbundled Local Loops shall continue to be governed by the terms currently contained in this Agreement without reference to this Appendix. Unless **SBC-13STATE** receives thirty (30) days advance written notice with

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

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

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

8. PROMOTIONAL DISCOUNTS ON RESALE

- 8.1 **SBC-13STATE** will provide CLEC promotional resale discounts on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers at the rates and on the terms and conditions set forth in the FCC Merger Conditions for the period specified therein. Such provision of promotional resale discounts is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 8.2 If CLEC does not qualify for the promotional resale discounts set forth in the FCC Merger Conditions, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via a Promotional discount on resale or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of any Promotional discount, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the terms and conditions of the Agreement or, in the absence of terms and conditions in the Agreement, the applicable tariff. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

9. PROMOTIONAL UNE PLATFORM

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

13STATE will bill and CLEC will pay after such charge is established. Provision of the promotional UNE platform is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.

- 9.2 If CLEC does not qualify for the promotional UNE platform set forth in the FCC Merger Conditions, or if the promotional UNE platform is no longer available for any reason, **SBC-13STATE**'s provision and CLEC's payment for the new or embedded base customers' unbundled network elements, cross connects or other items, and combining charges, if any, used in providing the promotional UNE platform shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-13STATE**'s provision and CLEC's payment will be at the price level of an analogous resale service or the applicable tariff. Where there are no terms for an analogous resale service in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.
- 9.3 Notwithstanding 9.1 and 9.2 above, **SBC-AMERITECH** shall provide a Promotional UNE Platform which shall consist of a) an Unbundled Local Loop; and b) Unbundled Local Switching with Interim Shared Transport, both as defined and offered in this Agreement. The Promotional UNE Platform shall consist of the functionality provided by: 1) an Unbundled Local Loop and 2) ULS-IST purchased under the provisions of this Amendment (and not from any other source). If the unbundled Local Loop offering or the ULS-IST offering in this Amendment changes, the Promotional UNE Platform will automatically change to the same extent.
- 9.3.1 **SBC-AMERITECH** will provide The Promotional UNE Platform in accordance with the terms and conditions as listed on the "Combined Platform Offering" Unbundling Elements Ordering Guide document on **SBC-AMERITECH**'s TCNet.

10. LOOP CONDITIONING CHARGES

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

11. ALTERNATE DISPUTE RESOLUTION

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

12. CONFLICTING CONDITIONS

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

13. SUSPENSION OF CONDITIONS

13.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted

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

14. UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT

14.1 The Interim Shared Transport Capability of ULS-IST

14.1.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting **SBC-AMERITECH**'s switches which can be shared by more than one LEC, including **SBC-AMERITECH**. These facilities include those between **SBC-AMERITECH**'s End Office Switches, between **SBC-AMERITECH**'s End Office Switch and **SBC-AMERITECH**'s Tandem Office Switch, and between **SBC-AMERITECH**'s Tandem Office Switches.

14.1.2 **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls using ULS-IST. **SBC-AMERITECH** will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.

14.1.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through **SBC-AMERITECH**'s network to non-**SBC-AMERITECH** switches, **SBC-AMERITECH** provides a transit function ("Interim Shared Transport-Transit"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to **SBC-AMERITECH**'s ULS-IST to use shared facilities and not dedicated transport between **SBC-AMERITECH**'s Central Offices and other carrier's switches providing local, wireless, or interexchange services.

14.1.4 Therefore, all Requesting Carrier's traffic between **SBC-AMERITECH** switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-**SBC-AMERITECH** switches will utilize the transit function of Interim Shared Transport.

14.1.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. **SBC-AMERITECH**

reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.

- 14.1.6 Access to Interim Shared Transport will be provided only through ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.
- 14.1.7 To provide access to ULS-IST, **SBC-AMERITECH** will utilize its existing routing tables contained in **SBC-AMERITECH** switches when Requesting Carrier subscribes to ULS-IST in this Schedule.
- 14.1.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an **SBC-AMERITECH** End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including **SBC-AMERITECH**'s telecommunications carrier branded OS/DA Service).

14.2 ULS-IST Rating

- 14.2.1 **SBC-AMERITECH** will charge Requesting Carrier ULS rates as set forth in the applicable Appendix Pricing.
- 14.2.2 **SBC-AMERITECH** will also charge a Requesting Carrier using **SBC-AMERITECH**'s ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of direct and tandem-routed traffic and either local switch usage at the terminating **SBC-AMERITECH** end office or transiting and applicable termination charges for traffic to a non-**SBC-AMERITECH** end office. **SBC-AMERITECH** will not charge a Telecommunications Carrier using **SBC-AMERITECH**'s local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is delivered by shared transport facilities. **SBC-AMERITECH** will not create message records for terminating usage under the FCC Conditions.
 - 14.2.2.1 All local and intraLATA traffic is billed from the originating record.
 - 14.2.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

14.2.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

14.2.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

14.2.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

14.2.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

14.2.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

14.2.3.4.1 Direct routed traffic terminating to an **SBC-AMERITECH** end office.

14.2.3.4.2 Tandem routed traffic terminating to an **SBC-AMERITECH** end office.

14.2.3.4.3 Direct routed traffic terminating to a non-**SBC-AMERITECH** end office.

14.2.3.4.4 Tandem routed traffic terminating to a non-**SBC-AMERITECH** end office.

14.2.4 The Interim Shared Transport usage charge per minute of use is set forth in the applicable Appendix Pricing.

14.3 Access Charge Settlement Methodology

14.3.1 Where a Customer served by the Requesting Carrier using **SBC-AMERITECH**'s ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier (“IXC”), **SBC-AMERITECH** will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, **SBC-AMERITECH** will then make payment to (or receive payment from) the Requesting Carrier based on the difference between the access charges and the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

- 14.3.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:
- 14.3.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use (“MOU”) was determined for a ULS-IST Line Port.
 - 14.3.2.2 These MOUs were then multiplied by **SBC-AMERITECH**’s average access rates to generate a credit for access per ULS-IST Line Port.
 - 14.3.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of **SBC-AMERITECH**’s network.
 - 14.3.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier’s ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.
- 14.4 The ULS-IST access credit is set forth in the applicable Appendix Pricing.
- 14.5 Retroactive True-Up
- 14.5.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in ULS-IST section of the Pricing Appendix; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of the Pricing Appendix, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively true-up the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission’s final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.
 - 14.5.2 **SBC-AMERITECH** will not be required to provide the retroactive true-up for any period prior to the Agreement Effective Date.
- 14.6 BLOCKING
- 14.6.1 Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer’s request.

Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in **Exhibit D**.

15. PROMOTIONAL PAYMENT PLAN FOR UNE AND RESALE–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.

EXHIBIT D

1. GENERAL INFORMATION ON BLOCKING

- 1.1 Optional Blocking is available to consumer and business Customers that want the capability to block direct calls to Provider's services covered in this Schedule.
- 1.2 Customers attempting to reach programming from accounts where blocking has been established will reach a recording informing them that the call cannot be completed.
- 1.3 Access to 976 services is prohibited by tariff from providing Group Access Bridging (GAB) services whereby a Customer can be connected to parties other than the IP for the purpose of establishing a conference call.
- 1.4 Collect, operator assisted, calling card, and person-to-person calls to 976 are not allowed.
- 1.5 Collect and person-to-person calls to CPP/C and CPP/P are not allowed.
- 1.6 Calls from WATS, hotel/motel, SBC-AMERITECH Public/semi-public telephones and lines with Call Blocking will not be allowed to 976 service.
- 1.7 976 Call Blocking should not be added to accounts that have Consumer/Business Toll Restrictions.
- 1.8 Call Blocking will be provided only where CO facilities permit.
- 1.9 Call Blocking may not be limited to specific programs.
- 1.10 Call Blocking does not block calls to other telephone companies' numbers.
- 1.11 Call Blocking does not block long distance charges.
- 1.12 Requesting Carrier reserves the right to provide to the general public, upon request, the complete name, address, and telephone number of the Information Providers in response to inquiries and comments referring to the Information Provider's services.
- 1.13 The first time a Customer specifically disputes Pay-Per-Call charges, Customer must be informed of the availability of Call Blocking and disputed charges are adjusted accordingly on Customer's bill. Inform Customer that the Information Provider may pursue collection of charges directly with Customer.

- 1.14 After the Customer specifically disputes charges, inform Customer that mandatory blocking will be established on Customer's line and disputed amount is adjusted accordingly on Customer's bill. Inform Customer that the Information Providers may pursue collection of charges directly with Customers.
- 1.15 Adjustments granted as the result of refusal to pay, denies all knowledge, unsatisfactory payment arrangements, etc., should be classified as an uncollectible adjustment and blocking should be established after first request.
- 1.16 On the database, Adjustments granted as the result of poor transmission, call not completed or calls completed due to failure to establish blocking, such as service order issued incorrectly, should be classified as correct charges on the **SBC-AMERITECH** entity code (R or NBT).
- 1.17 Blocking must be imposed on those Customers who refuse to pay legitimate Per-Per-Call charges, to the extent permitted under Applicable Law.

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APPENDIX FGA

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which CLEC and the applicable SBC Communication Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

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

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

3. UNDERTAKING OF THE PARTIES

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

- 3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

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

5. MINUTES OF USE (MOUS) DEVELOPMENT

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

5.2 Terminating MOUs Development

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

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

5.3 Originating MOUs Development

- 5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to

the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

- 5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

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

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.
- 7.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.
- 7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.
- 7.2.3 The total compensation due the Secondary Company, by rate element.
- 7.2.4 The number of terminating MOUs recorded by the Primary Company.

- 7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.
- 7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 7.2.7 Adjustments for uncollectibles.
- 7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office
Company

Secondary Office Company

CLLI CODE NPA-NXX
ACCESS LINE

CLLI CODE

NPA-NXX

EXHIBIT B

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

SECONDARY OFFICE COMPANY

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

1. INTRODUCTION

- 1.1 This sets forth the terms and conditions under which SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

2. DEFINITIONS

- 2.1 **“Customer”** – As used herein, the term “Customer” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.
- 2.2 **“Foreign Exchange (FX) Service”**
 - 2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.
 - 2.2.2 FX Service is generally provided in one of two ways. The “line haul” foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

- 2.2.3 Under a “dedicated prefix” arrangement, the customer’s ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer’s traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.
- 2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.
- 2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.
- 2.3 **“Open End or Foreign Exchange”** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.
- 2.4 **“Primary Party”** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.
- 2.5 **“Serving or Closed End Exchange”** denotes the exchange in which the FX customer is physically located.
- 2.6 **“Secondary Party”** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

- 3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party’s applicable tariffed rates for the facilities that the Secondary Party

provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

- 3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

- 4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.
- 4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX ITR (Interconnection Trunking Requirements)

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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 CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 This Appendix provides descriptions of the trunking requirements between CLEC and SBC-13STATE. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA “meet point”, mass calling, E911, Operator Services and Directory Assistance traffic.
- 1.5 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.6 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to SBC-13STATE End Users.

2. DEFINITIONS

- 2.1 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.2 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.3 SBC-MOKA - As used herein, SBC-MOKA means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.

- 2.4 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.5 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.6 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 2.7 “**Network Interconnection Methods**” (NIM) designates facilities established between the Parties Networks.

3. **ONE-WAY AND TWO-WAY TRUNK GROUPS**

- 3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between a CLEC 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. CLEC will have administrative control of one-way trunk groups from CLEC to **SBC-13STATE** (CLEC originating).
- 3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC 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 CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. **SBC-13STATE** will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.3 The Parties agree that two-way trunking shall be established 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.
- 3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of

performance levels and trunk requirements. The parties agree to the electronic exchange of data.

- 3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate 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 CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SBC-SWBT** only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.
- 4.2 When Tandem trunks are deployed, CLEC 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 CLEC switches on the trunk groups defined below.
- 4.2.1 When transit traffic through the **SBC-13STATE** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier CLEC shall route Transit Traffic via **SBC-13STATE**'s Tandem switches, and not at or through any **SBC-13STATE** End Offices. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.
- 4.3 While the Parties agree that it is the responsibility of the CLEC 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 CLEC and (ii) the date transit traffic volumes

exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.21, **SBC-13STATE** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4 Direct End Office trunks terminate traffic from a CLEC 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.

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from CLEC 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.

4.6 Trunk Configuration

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

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

4.6.2 Trunk Configuration – **PACIFIC** and **NEVADA**

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

4.6.2.2 When Interconnecting at **PACIFIC**'s DMS Tandem(s), 64K CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64 CCC data and voice traffic must be separate and not combined at **PACIFIC**'s 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from **PACIFIC**'s DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC 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, CLEC will be required to disconnect existing voice-only trunk groups as existing 64K CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which **PACIFIC** does for IXC's, CLEC's, or itself for 64K CCC trunks.

5. TRUNK GROUPS

- 5.1 The following trunk groups shall used to exchange various types of traffic between CLEC and **SBC-13STATE**.
- 5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: **SBC-SWBT** and **SNET**.
- 5.2.1 A two-way local trunk group shall be established between CLEC switch and each **SBC-SWBT** and **SNET** local Tandem in the local exchange area. Inter-Tandem switching is not provided.
- 5.2.2 Where traffic from CLEC switch to **SBC-SWBT** and **SNET** End Office is sufficient, 24 or more trunks, a local trunk group shall also be established to the **SBC-SWBT** End Office as described in Sections 4.4 and 4.5.
- 5.2.3 A local trunk group shall be established from CLEC switch to each **SBC-SWBT** and **SNET** End Office in a local exchange area that has no local Tandem.
- 5.2.4 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.

- 5.2.5 When **SBC-SWBT** and **SNET** 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 CLEC switch to the **SBC-SWBT** and **SNET** Access Tandem(s).
- 5.2.6 When **SBC-SWBT** and **SNET** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.
- 5.2.7 When **SBC-SWBT** and **SNET** 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** and **SNET** Tandem.
- 5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **SBC-AMERITECH**, **PACIFIC**, and **NEVADA**
- 5.3.1 Tandem Trunking - Single Tandem LATAs
- 5.3.1.1 Where **PACIFIC**, **NEVADA** or **SBC-AMERITECH** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the) Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
- 5.3.2 Tandem Trunking – Multiple Tandem LATAs
- 5.3.2.1 Where **PACIFIC**, **NEVADA** 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** 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.
- 5.3.3 Direct End Office Trunking
- 5.3.3.1 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 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group: **SBC-13STATE**

- 5.4.1 InterLATA traffic shall be transported between CLEC switch and the **SBC-13STATE** Access or combined local/Access Tandem over a “meet point” trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between CLEC’s End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.
- 5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency (“MF”) signaling will be used on a separate “Meet Point” trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 5.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish an InterLATA trunk group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish an InterLATA trunk group with one Access Tandem in each state.
- 5.4.4 CLEC will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.
- 5.4.5 FOR **PACIFIC** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.
- 5.4.6 **SBC-13STATE**: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code’s geographic area.
- 5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC’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 CLEC 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 CLEC directs to the switched access customer. SBC-13STATE also agrees to furnish CLEC, upon request, a list of those IXCs which also Interconnect with SBC-13STATE's Access Tandem(s).

5.4.8 CLEC 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 CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: SBC-13STATE

5.5.1 If CLEC chooses SBC-13STATE to handle 800/(8YY) database queries from its switches, all CLEC 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 CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SBC-13STATE Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that SBC-13STATE perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC 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, CLEC 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, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY

number, CLEC 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.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which CLEC 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 CLEC using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.6.2 CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the **SBC-13STATE** 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

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

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling (except **SBC-AMERITECH** – which uses SS7). 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. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.2 This group shall be sized as follows:

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

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC 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 CLEC customer's serving office and **SBC-13STATE** shall establish this trunk group.

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

5.7.5 Where **SBC-13STATE** and CLEC 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.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If **SBC-13STATE** agrees through a separate appendix or contract to provide Inward Assistance Operator Services for CLEC, CLEC 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 the CLECs designated operator services switch.

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

5.8.2.1 Directory Assistance (DA):

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

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC 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). The CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

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

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

5.8.2.4 Operator Assistance (0+, 0-):

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

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

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

5.8.2.6 OS QUESTIONNAIRE

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

6. FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC 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 CLEC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability

should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

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

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 CLEC 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 the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

6.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

6.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

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

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

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

TABLE 1

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

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

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

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In SBC-AMERITECH and SNET where one-way trunks are used (as discussed in section 3.3), SBC-AMERITECH and SNET will issue ASRs for trunk groups for traffic that originates in SBC-13STATE and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.
- 8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 8.3 In A Blocking Situation:
- 8.3.1 In a blocking final situation, a TGSR will be issued by SBC-13STATE when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. The CLEC will note "Service Affecting" on the ASR.
- 8.4 Underutilization:
- 8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.4.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

- 8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for **PACIFIC/NEVADA** , 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**).
 - 8.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.
 - 8.4.1.4 If **SBC-13STATE** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.
- 8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:
- 8.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for **PACIFIC/NEVADA**, 10 business days for **SBC-SWBT**, **SBC-AMERITECH**, and **SNET**).
 - 8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for **SBC-13STATE**'s Switched Access service.
- 8.6 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

- 8.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). **SBC-13STATE** will be responsible for engineering its network on its side of the POI.
- 8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC 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, the CLEC 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 the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.
- 8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.
- 8.10 **TRUNK SERVICING – SBC-SWBT** Exceptions:
- 8.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.
- 8.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE: SBC-13STATE

- 9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT: SBC-13STATE**10.1 Restrictive Controls**

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

10.2 Expansive Controls

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

10.3 Mass Calling

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services 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 ILEC's doing business in Missouri, Oklahoma, Kansas, Texas, Arkansas, California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.6 The prices at which **SBC-13STATE** agrees to provide CLEC 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.
- 2.1.2 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 the CLEC 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 CLEC 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. CLEC 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 CLEC 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 CLEC Inward Assistance, SBC-12STATE and CLEC agree that SBC-12STATE will pay CLEC at the same rate CLEC compensate SBC-12State pursuant to the terms of this Appendix.
- 4.6 SNET - When utilizing the services of CLEC Inward Assistance, SNET and CLEC 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 the CLEC 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 CLEC Operator Services assistance switch. This code will be the routing code used for connecting the SBC-13STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC 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 CLEC when the SBC-12STATE Operator utilizes the Inward Assistance of CLEC operator.
- 6.2 SNET - 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-13STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SBC-13STATE and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless SBC-13STATE 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 carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SBC-13STATE and carrier.

- 8.2 The CLEC also agrees to release, defend 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 Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands 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 the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the 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.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent

contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 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 CLEC as a result of the CLEC's purchase of Resale Services or appropriate Unbundled Network Elements from an SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 As used herein, SBC-13STATE means the applicable SBC owned ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-AMERITECH means the applicable SBC owned ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.4 As used herein, SBC-SWBT means the applicable SBC owned ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, PACIFIC means the applicable SBC owned ILEC doing business in California.
- 1.6 As used herein, NEVADA means the applicable SBC owned ILEC doing business in Nevada.
- 1.7 As used herein, SNET means the applicable SBC owned ILEC doing business in Connecticut.

2. DEFINITIONS:

- 2.1 "555" is an SBC-AMERITECH service by which Providers offer information services for a fee to a CLEC End-User who dials a number using the "555" prefix.
- 2.2 "900" is a PACIFIC and NEVADA service by which Providers offer audio services for a fee to a CLEC End-User who dials a number using the "900" prefix.
- 2.3 "976" is an SBC-AMERITECH, PACIFIC and NEVADA service by which Providers offer audio services for a fee to a CLEC 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 CLEC End-User who dials a telephone number with less than seven digits.
- 2.5 “**Adjustments**” are dollar amounts that are credited to an End-User account. The primary reason for an adjustment is typically an End-User denying that the call was made from their telephone.
- 2.6 “**Ancillary Message Services**” available in SBC-AMERITECH, PACIFIC, and NEVADA. Included in SBC-AMERITECH offerings are Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services. PACIFIC and NEVADA provide 900/976.
- 2.7 “**Calling Party Pays Cellular**” or “**CPP Cellular**” is an SBC-AMERITECH service where an End-User placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.8 “**Calling Party Pays Paging**” or “**CPP Paging**” is an SBC-AMERITECH service where an End-User placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the End-User giving the End-User the option to accept the charges or to end the call without incurring charges.
- 2.9 “**CLEC CATS Messages**” means intraLATA Calling Card and third number billed messages billed to a CLEC 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 CLEC’s End-Users, which after standard intervals and application of standard collection procedures, are determined by CLEC to be impracticable of collection and are written off as bad debt on final accounts. Uncollectibles are recouped back to the Provider.
- 2.12 “**CLEC Non-CATS Messages** are IntraLATA collect, calling card, or third number-billed messages where the charges are billed to the CLEC’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 CLEC 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 CLEC on the Daily Usage File (DUF).
- 3.2 PACIFIC and NEVADA shall provide revenue settlement for all messages supplied to CLEC on DUF; provided, however, that revenue settlement for CLEC 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 CLEC with a list of all such LECs upon request.
- 3.3 SBC-SWBT, SNET, and SBC-AMERITECH shall bill charges to the CLEC Resale or UNE port account to recover revenue that it has paid to another carrier for ABS messages billing to a CLEC Resale or UNE port End-User account.
- 3.4 As a part of provisioning local service for CLEC, SBC-13STATE will block End-User access to 900/976 numbers upon specific written request by CLEC for each separate End User line.
- 3.5 CLEC 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 CLEC's End-User's telephone number. SBC shall provide the CLEC with formatted records for each Ancillary Message Service billable call in accordance with each Provider's requested rates. In the case where CLEC's switch generates call information, CLEC will provide SBC-AMERITECH, PACIFIC or NEVADA with call information for each call on a daily basis. SBC-AMERITECH, PACIFIC or NEVADA will rate the call with each Provider's requested rates and return a formatted record to the CLEC. CLEC shall confirm receipt of such formatted records within twenty-four (24) hours of receipt.

4. COLLECTION SERVICES

- 4.1 CLEC shall exercise good faith efforts to bill and collect all amounts due from its End-Users for messages distributed under this Appendix. CLEC warrants that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than CLEC 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. CLEC 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 CLEC 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 CLEC End-Users that PACIFIC or NEVADA forward to CLEC as set forth in Section 3 above, PACIFIC or NEVADA shall calculate the amount due based on the following formula:

$$\begin{array}{r} \text{Rated Value of 900/976 Messages (if applicable)} \\ + \text{ Rated Value of CLEC CATS and Non-CATS Messages} \\ - \text{ Rejected/Unbillable/Uncollectible Messages} \\ - \text{ CLEC Billing Charge} \\ + \text{ **PACIFIC** or **NEVADA** Settlement Charge} \\ \hline = \text{ Amount Due **PACIFIC** or **NEVADA**} \end{array}$$

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

6.1.1.1 Rated Value of CLEC CATS Messages and Non-CATS Messages means the total computed charges for CLEC 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 CLEC CATS Messages and Non-CATS Messages that failed to pass the edits within CLEC'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 CLEC CATS Messages and Non-CATS Messages that were not billable to a CLEC End-User because of missing information in the billing record or other billing error, not the result of an error by CLEC, 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 CLEC CATS Messages and Non-CATS Messages billed by CLEC to subscribers that are unpaid, have been debited to final write-off by CLEC and have been returned to PACIFIC or NEVADA via the daily feed within 20 days of final write-off.
- 6.1.1.5 CLEC Billing Charge means the CLEC per message billing rate, as set forth in Appendix Pricing under CLEC Billing Rate, times the number of CLEC CATS and Non-CATS Messages forwarded by PACIFIC or NEVADA to CLEC.
- 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 CLEC CATS and Non-CATS Messages forwarded by PACIFIC or NEVADA to CLEC. Only CLEC 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 CLEC with:
- 6.2.1 The Non-CMDS Outcollects Report that calculates the Amount Due PACIFIC or NEVADA as set forth in Section 6.1 and
- 6.2.2 An Invoice setting forth the Amount Due PACIFIC or NEVADA.
- 6.3 The CLEC 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 CLEC 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 CLEC under this Appendix, less:
- 7.2.1 All charges due CLEC 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 CLEC End-Users.
- 7.3 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC. CLEC 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 CLEC.

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

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

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

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

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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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 CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13 STATE** - As used herein, **SBC-13 STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, Connecticut, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 **SBC-SWBT** - As used herein, **SBC-SWBT** means the above listed ILEC doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.
- 1.5 **PACIFIC** - As used herein, **PACIFIC** means the above listed ILEC doing business in California.
- 1.6 **NEVADA** - As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.
- 1.7 **SNET** - As used herein, **SNET** means the above listed ILEC doing business in Connecticut.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the above listed ILECS doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.9 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to

effect the Interconnection in each local exchange area (in **SBC-SWBT**) and each LATA (in **SNET**, **PACIFIC**, **NEVADA**, **SBC-AMERITECH**).

- 1.9.1 Trunking requirements associated with Interconnection (including local exchange and LATA trunking requirements) are contained in Appendix ITR.
- 1.9.2 Interconnection associated with Unbundled Network Elements (UNEs) is contained in Appendix UNE. For **SNET** Interconnection associated with Unbundled Network Elements is offered from the Connecticut Access Tariff.
- 1.10 **SBC-13STATE** shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.11 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. **PHYSICAL ARCHITECTURE**

- 2.1 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SBC-SWBT**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SBC-SWBT** requires Interconnection in each local exchange area, while **SNET**, **PACIFIC**, **NEVADA** and **SBC-AMERITECH** require Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch (es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 **Points of Interconnection (POIs):** A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In many cases, multiple POI(s) will be necessary to balance the facilities investment and provide the best technical implementation of Interconnection requirements to each Tandem within and exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.
- 2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). At least one POI must be established within the geographic area where **SBC-13STATE** operates as an incumbent LEC and CLEC has a switch and End Users in that area.
- 2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.
- 2.6 In each LATA the Parties agree to provide, at a minimum, sufficient facilities so that a local Interconnection trunk group can be established from the CLEC switch to each **SNET**, **PACIFIC**, **NEVADA**, **SBC-AMERITECH** Access Tandem where CLEC originates or terminates local and/or toll traffic with **SBC-13STATE**.
- 2.7 CLEC is solely responsible for the facilities that carry OS/DA, 911 or mass calling. **SBC-13STATE** may allow, solely at its discretion, CLEC to use jointly provided Interconnection facilities to carry service traffic of this type.
- 2.8 If CLEC has established Collocation in a **SBC-13STATE** End Office, direct End Office trunks to that End Office shall be provisioned over CLEC Collocation facility. If CLEC has not established Collocation in a **SBC-13STATE** End Office, **SBC-13STATE** shall provision the facilities for the direct End Office trunks from the POI to the **SBC-13STATE** End Office.

2.9 Technical Interfaces

2.9.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or B8ZS with Extended Superframe format framing.

2.9.2 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

3. **METHODS OF INTERCONNECTION**

3.1 Physical Collocation Interconnection

3.1.1 When CLEC 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, CLEC 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 CLEC 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 CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation or applicable tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 6 of this Appendix.

3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable, economically and technically feasible point between CLEC's premises and a **SBC-13STATE** Tandem or End Office within each local exchange (**SBC-SWBT**) or LATA (**SBC-AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**).
- 3.4.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a single point-to-point linear chain system. Only Interconnection trunks shall be provisioned over this facility.
- 3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.
- 3.4.4 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.
- 3.4.4.1 Design One: CLEC's fiber cable (four fibers) and **SBC-13STATE**'s fiber cable (four fibers) are connected at an economically and technically feasible point between the CLEC and **SBC-13STATE** locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.
- 3.4.4.2 Design Two: CLEC 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 CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for **SBC-13STATE** to pull the fiber cable through the **SBC-13STATE** cable vault and terminate on the **SBC-13STATE** fiber distribution frame (FDF) in **SBC-13STATE**'s office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office on the FDF at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.4.3 Design Three: **SBC-13STATE** will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable **SBC-13STATE** to deliver fiber optic facilities into that manhole. **SBC-13STATE** will provide a sufficient length of Optical Fire Resistant (OFR) cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. **SBC-13STATE** shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. In this case the POI shall be at the CLEC designated manhole location.

3.4.4.4 Design Four: Both CLEC and **SBC-13STATE** each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. **SBC-13STATE** will provide the fibers associated with the "working" side of the system. CLEC 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.

3.4.5 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is CLEC's responsibility to provision and maintain.

3.4.6 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **SBC-13STATE**'s responsibility to provision and maintain.

- 3.4.7 **SBC-13STATE** and CLEC 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.
- 3.4.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.
- 3.4.9 CLEC 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. These methods will meet quality standards as mutually agreed to by CLEC and **SBC-13STATE**.

3.5 Other Interconnection Methods

- 3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 If CLEC determines to offer local Interconnection within an **SBC-13STATE** area, CLEC 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 shall include (i) CLEC's Switch address, type of Switch and CLI code; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a 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 If CLEC deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional **SBC-13STATE**

Central Offices, CLEC shall provide written notice to **SBC-13STATE**, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If **SBC-13STATE** deploys additional Tandems and/or End Office switches in a local exchange/LATA after the effective date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange/LATA, **SBC-13STATE** shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

- 4.4 CLEC and **SBC-13STATE** shall work cooperatively to install and maintain a reliable network. CLEC and **SBC-13STATE** shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 4.5 CLEC and **SBC-13STATE** will review engineering requirements on a semi-annual basis and establish forecasts for facilities utilization provided under this Appendix.
- 4.6 CLEC and **SBC-13STATE** shall:
- 4.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 4.6.2 Notify each other when there is any change affecting the service requested, including the due date.
- 4.6.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

5. **JOINT FACILITY GROWTH PLANNING**

- 5.1 The initial fiber optic system deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.
- 5.2 Criteria:
- 5.2.1 Investment is to be minimized.
- 5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR and are to be deployed in accordance with the Processes described below.
- 5.3 Processes:

- 5.3.1 In addition to the semi-annual forecast process, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.
- 5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts.
- 5.3.3 If based on the forecasted equivalent DS-1 growth where the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.
- 5.3.4 If the placement of a minimum size system will not provide adequate augmentation capacity for the joint forecast over a two-year period and the forecast appears reasonable, the next larger system may be deployed. If the forecast does not justify a move to the next larger system, another appropriately sized system could be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties would negotiate placement of additional fibers.
- 5.3.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 5.3.6 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

6. LEASING OF FACILITIES

- 6.1 The purpose of this section is to cover both CLEC's and **SBC-SWBT**, **PACIFIC** and **NEVADA** leasing of facilities from each other for purposes of Interconnection. **SBC-AMERITECH** and **SNET** offers leased facilities from the applicable Access Tariff.
- 6.2 The Parties leasing of facilities from each other for purposes of this Appendix will be subject to mutual agreement of the Parties.
- 6.3 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.
- 6.4 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.
- 6.5 Any request by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requested Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:
- 6.5.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.
- 6.5.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 6.5.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.
- 6.5.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.
- 6.5.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days,

the requested Party reserves the right to modify or withdraw its BFR quote.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX NUMBER PORTABILITY

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EXHIBIT 1 [SBC-SWBT ONLY]

**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and 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 an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-10STATE means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-8STATE means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, PACIFIC means an ILEC doing business in California.
- 1.11 As used herein, NEVADA means an ILEC doing business in Nevada.
- 1.12 As used herein, SNET means an ILEC doing business in Connecticut.

1.13 The prices at which **SBC-13STATE** agrees to provide CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

2.5.1 CLEC shall coordinate the provision of service with **SBC-SWBT** to assure that CLEC's switch is capable of accepting INP ported traffic.

2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. CLEC 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 CLEC 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 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.

2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC 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 CLEC 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 CLEC assigned telephone numbers:

2.5.6.1 CLEC 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 CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC 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 CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-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 CLEC

assigned telephone number in CLEC switch shall be handled as any local calls between SBC-SWBT and CLEC.

2.7.1.4 Where facilities exist, SBC-SWBT will provide identification of the originating telephone number, via SS7 signaling, to CLEC.

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 CLEC'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 CLEC'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, CLEC 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 CLECs the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC’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 CLEC 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 CLEC (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 CLEC

3.4.1 When purchasing the SPNP Database Query, CLEC 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, CLEC 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 CLEC 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, CLEC 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 CLEC requests that an NXX in an LRN capable ~~SBC-12STATE~~ switch become portable, CLEC shall follow the industry standard LERG procedure.
- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to ~~SBC-12STATE~~'s Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC to recover the costs associated with LNP.

4. **INP TO PNP TRANSITION**

4.1 PACIFIC/NEVADA/SBC-AMERITECH has deployed LRN in all of their switches.

4.2 SBC-SWBT has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

4.3 CLECs 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 CLEC 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 CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC 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 CLEC. 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 CLEC for the use of its choke network by the CLEC'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 CLEC

- 5.4.1 CLEC shall agree to adhere to SBC-12STATE LSR format and mass calling due date intervals.
- 5.4.2 The CLEC shall provide the facility and DID trunk group from the SBC-12STATE CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 CLEC Mass Calling Codes

- 5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a SBC-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 CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC 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 CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

- 5.6.1 CLEC shall adhere to SBC-12STATE's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. **PROVISION OF INP AND PNP BY CLEC TO SBC-SWBT**

- 6.1 CLEC shall provide INP and PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to CLEC.

7. PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH

7.1 CLEC 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 CLEC.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT 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 (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC 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 CLEC 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 CLEC 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 CLEC 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 CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.**
- ⁴ As documented in the Southwest Region Code Opening Process.

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 the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin will coordinate with respect to NXX assignments.
- 1.2 As used herein, SBC-13STATE means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC 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 CLEC and SBC-13STATE to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116,

released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

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

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

APPENDIX 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 CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-12STATE means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-10STATE means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, SBC-8STATE means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, SBC-7STATE means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, SBC-SWBT means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, SBC-AMERITECH means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

2. **SERVICES**

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

2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.

2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. **DEFINITIONS**

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station,

department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:
 - 4.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
 - 4.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is certified.
 - 4.1.3 **SBC-10STATE** - CLEC will provide written specifications of its company name to be used by **SBC-10STATE** to create CLEC specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
 - 4.1.4 **SBC-2STATE** - CLEC will provide recorded announcement(s) of its company name to be used to brand the CLEC's OS calls in accordance

with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

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

4.1.6 **Multiple Brands**

4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based CLEC if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.

4.1.6.2 **SNET** can support multiple brands for facilities-based CLEC's on multiple trunk groups.

4.1.7 **Branding Load Charges**

4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.

4.1.7.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.

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

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **SBC-13STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
- 5.1.1 CLEC will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 5.1.2 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
- 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Rate or Reference Information.
- 5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a CLEC End User, **SBC-13STATE** will quote the applicable OS rates as provided by CLEC.
- 5.1.4.1 **SBC-AMERITECH** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a CLEC End User, **SBC-AMERITECH** and **SBC2-STATE** will transfer the CLEC End User to a customer care number specified by the CLEC in the OSQ. When **SBC-AMERITECH** and **SBC2-STATE** has the capability to quote-specific CLEC rates and reference information the parties agree that the transfer option will be eliminated.

6. INTRALATA MESSAGE RATING

- 6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will

compute the applicable charges for each message based on CLEC's schedule of rates provided to SBC-SWBT.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC-13STATE agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SBC-13STATE with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC-13STATE will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC-13STATE from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force schedule issues, SBC-13STATE will be the sole provider of OS for CLEC's local serving area(s).

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

8.2.1 SBC-2STATE - Services that require ANI, such as branding and call completion, can not be provided when CLEC utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when SBC-2STATE 5ACD switches are eliminated. At such time, CLEC will be responsible for providing direct trunks to each SBC-2STATE Operator assistance switch.

8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8.4 CLEC will furnish to SBC-13STATE a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

- 8.5 CLEC will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 SBC-13STATE will provide OS to CLEC's End Users in accordance with SBC-13STATE OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which SBC-13STATE agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

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

12. LIABILITY

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

13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX 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 CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing 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 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

- 1.10 NEVADA - As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.11 SNET - As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.12 SBC-13STATE has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

- 2.1 “LSC” means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.
- 2.2 “LOC” means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.

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-13 STATE 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-7STATE, CLEC agrees to utilize SBC-7STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-7STATE. In addition, CLEC agrees that such use will comply with the summary of SBC-7STATE 's Operating Practice No. 113, Protection of Electronic Information, titled “Competitive Local Exchange Carrier Security Policies and Guidelines”. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies SBC-7STATE against any cost, expense or liability relating to any unauthorized entry or access into,

or use or manipulation of **SBC-7STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-7STATE** for any and all damages caused by such unauthorized entry.

3.2.2 For **SNET** region, CLEC agrees to access and utilize **SNET**'s Enhanced Services Access Platform, (ESAP), only for the purposes described herein. CLEC agrees that its access and use of ESAP shall, at all times, comport with SNET's "Wholesale CIWin User Guide", "EF User Guide", "ESAP Installation Guide", "ESAP Help Desk Guide", "CLEC Mechanized Interface Specification", and any other guide describing the interface or interface requirements that SNET may, from time to time, provide CLEC (collectively, the "Guides"). Failure materially to adhere to any material provision of such Guides may result, among other things, in forfeiture of electronic access to **SNET**'s OSS functionality via ESAP upon notice. In addition, CLEC shall be responsible for and indemnifies **SNET** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SNET**'s OSS or ESAP from CLEC complimentary systems, workstations or terminals or by CLEC employees or agents any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SNET** for any and all damages caused by such unauthorized entry.

3.3 Within **SBC-7STATE** regions, CLEC'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 CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. Within **SNET**, and **SBC-AMERITECH** regions, CLEC'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 the applicable ILEC's or requesting CLEC's End User account where CLEC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. The authorization for release of CPNI must substantially reflect the following:

3.3.1 Within **SBC-7STATE** regions, "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification information to provide such information to the undersigned CLEC. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. I have authorized, CLEC to become

my local service provider. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void.”

3.3.2 Within **SNET** region, “This written consent serves as instruction to all holders of any local exchange telecommunications Customer Proprietary Network Information (“CPNI”) and account identification information to provide such information to [Name of CLEC]. Specifically, I authorize disclosure of any account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription and long distance carrier identity. This Authorization remains in effect until such time as I [Name of Customer] revoke(s) it directly or appoint(s) another individual/company with such capacity or [Name of CLEC] receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void.”

3.3.3 In **SBC-13STATE** regions, the CLEC may choose to use *this* CPNI language (in Section 3.3.3) in lieu of using the CPNI language in sections 3.3.1 or 3.3.2 above (depending on region). CLEC must have documented authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable.

3.3.3.1 This section applies to **PACIFIC** ONLY for those CLECs who opted to use CPNI language in Section 3.3.3. For residence End Users, prior to accessing such information, CLEC 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, CLEC shall have obtained an authorization to become the End User’s local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a residence End User or governmental entity against **PACIFIC** or CLEC under Section 2891 or Section 222

(and implementing FCC decisions thereunder) or for any breach by CLEC of this section.

- 3.3.4 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. In addition, CLEC agrees to perform accurate and correct ordering as it relates to **SBC-13STATE**'s UNE rates and charges, dependent upon region of operation, pursuant to the terms of this Agreement. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC 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 CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS. In addition, **SBC-13STATE** retains the right to audit all activities by CLEC using any **SBC-13STATE** OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties Non-Disclosure Agreement signed prior to or in conjunction with the execution of this Agreement.
- 3.5 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 CLEC will use manual processes. Should SBC develop electronic interfaces for these functions for itself, SBC will make electronic access available to CLEC within the specific operating region.
- 3.6 The Information Services (I.S.) Call Center for the **SBC-8STATE** region, and the Resource Center for the **SBC-AMERITECH** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.7 **SBC-13STATE** and CLEC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

- 3.8 The Parties will follow the final adopted guidelines of Change Management, as may be modified from time to time in accordance with the Change Management principles.
- 3.9 **SBC-13STATE** will and CLEC 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. CLEC 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."
- 3.10 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.
- 3.11 CLEC 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 "Ameritech Electronic Service Order Guide", 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 CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-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** only, pending service order activity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 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. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to CLEC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 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.

4.4 **Electronic Access to Pre-Order Functions:**

- 4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** **SBC-SWBT** will provide CLEC access to one or more of the following systems:
 - 4.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which **SBC-SWBT** provides CLEC access to the functions of pre-ordering to order **SBC-SWBT** residential 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 CLEC 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 CLEC 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.
 - 4.4.2.2 StarWriter is available for the pre-ordering functions listed in section 4.2 when StarWriter is used to order **PACIFIC** single line, basic exchange, residential Resale services.

4.4.3 SNET Resale Service Pre-Order System Availability:

SNET will provide CLEC access to the following applications through its proprietary W-CIWin interface.

4.4.3.1 W-SNAP is an order entry application through which **SNET** provides CLEC access to pre-ordering functionality embedded in the ordering tool.

4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 SNET Resale and UNE Services Pre-Order System Availability:

SNET will provide CLEC 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 CLEC 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 CLEC access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by **SBC-7STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs. Where

DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a CLEC interface developed by **SBC-7STATE** that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.4.6.3 CESAR is a **PACIFIC** and **NEVADA** system which is available on an interim basis provides pre-order functions for Resale service and UNE, with the exception of viewing CPNI. The pre-order functionality of CESAR will be replaced by Verigate.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, but not more frequently than once a month, **SBC-SWBT** will provide CLEC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically for **SBC-SWBT** and **SBC-AMERITECH**, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. Specifically for **PACIFIC**, the following database information may be electronically provided: Street Address Guide (SAG) Guide (with planned availability no later than June 1st, 2000), and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5. **ORDERING/PROVISIONING**

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNES, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

5.2 Resale Service Order Request System Availability:

5.2.1 In **SBC-SWBT**:

5.2.1.1 R-EASE is available for the ordering of residential Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides CLECs with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In **NEVADA** only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In **PACIFIC** only:

5.2.3.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.

5.2.3.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.3 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 CLEC 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, CLEC 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, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For **SBC-SWBT** and **PACIFIC** regions, SORD interface provides CLECs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For **SBC-SWBT** region, SORD interface supports the modification of service orders submitted electronically by CLEC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders, then CLEC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by CLEC. CLEC may need to call the LSC to obtain additional information. CLEC may also choose to clear service order errors, even though CLEC is not initiating service orders via SORD. CLEC would then become responsible for correction of all errors, as detailed above. For

terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In **PACIFIC** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC 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, CLEC and SBC will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements. In **SBC-SWBT**, **SNET**, and **SBC-AMERITECH**, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks. In **PACIFIC** and **NEVADA** CESAR supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

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 CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow CLEC 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 CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **SBC-SWBT** will provide CLEC 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) 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 CLEC 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 R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for CLEC.
- 5.5 Provisioning for Resale services and UNEs in **PACIFIC** and **NEVADA**: **PACIFIC** and **NEVADA** will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders is provided via the following electronic interfaces:
 - 5.5.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allows CLEC to check status of basic exchange service orders that require field work. **PACIFIC** also offers Provisioning order status to check the status of service orders.
 - 5.5.2 For EDI ordering, **PACIFIC** shall provide CLEC, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **PACIFIC** will provide CLEC 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-SMERITECH** and **SNET** will provision Resale services and UNE as detailed in CLEC 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 CLEC, and CLEC 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 CLEC 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, CLEC may access these functions via the following methods:
- 6.1.1 In **SBC-SWBT**, Trouble Administration (TA) system access provides CLEC with **SBC-SWBT** software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-SWBT** Toolbar.
 - 6.1.2 In **PACIFIC** and **NEVADA**, Pacific Bell Service Manager (PBSM) allows CLECs to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.3 In **SBC-AMERITECH**, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.4 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.
 - 6.1.5 In **SBC-12STATE**, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC 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. CLEC and **SBC-12STATE** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 **SBC-7STATE** will bill CLEC for Resold services and UNEs. **SBC-7STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-7STATE** will provide CLEC billing information in a paper format or via magnetic tape, as agreed to between CLEC and **SBC-7STATE**.
- 7.1.1 For Resale Services in **PACIFIC**, CLEC 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**, CLEC 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**, CLEC 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**, CLEC 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**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
- 7.2.4 In **SBC-12STATE**, CLEC may receive electronically a Usage Extract Feed, or in **SNET**, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.
- 7.2.5 In **SBC-7STATE**, CLEC may receive Local Disconnect Report records (via CARE records) or, in **SNET** Loss Notification File (via CARE-like records), electronically, that indicate when CLEC'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**, CLEC may receive a Billing Detail File on cartridge or magnetic tape.

- 7.2.7 In **SBC-AMERITECH**, CLEC may receive a mechanized bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 **SBC-8STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill. **SBC-AMERITECH** also makes available to CLECs a local bill via the **SBC-AMERITECH** Electronic Billing System (AEBS) transaction set.
- 7.3.2 In **SBC-SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC-SWBT** Toolbar.
- 7.3.3 In **SBC-12STATE**, CLECs will receive a Usage Extract Feed, or in **SNET**, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.
- 7.3.4 **SBC-7STATE**, CLEC may receive Local Disconnect Report records (via CARE records) electronically that indicate when CLEC'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 For the **SBC-SWBT** region, CLEC must access the following OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. CLEC may utilize a port to access these interfaces to perform the supported functions in any **SBC-SWBT** state where CLEC has executed an Appendix OSS.
- 8.2 In **PACIFIC** and **NEVADA** regions, CLEC must access the following OSS interfaces via a CLEC Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a

“port” either through dial-up or direct connection as described in Section 8.3. CLEC may utilize a port to access these interfaces to perform the supported functions in **PACIFIC** or **NEVADA** where CLEC has executed an Appendix OSS and purchases System Access in that state.

- 8.3 For **SBC-7STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay “Direct Connections,” CLEC 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 and/or PRAF. Switched Access “Dial-up Connections” require CLEC to provide its own modems and connection to the **SBC-SWBT** LRAF and the **PACIFIC** PRAF. CLEC shall pay the cost of the call if Switched Access is used.
- 8.4 For **SBC-7STATE**, CLEC shall use TCP/IP to access **SBC-7STATE** OSS via the LRAF and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SBC-SWBT** OSS and **PACIFIC** OSS on CLEC’s behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.5 For **SBC-7STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF access plans in detail and schedule testing of such connections.
- 8.6 For **SBC-AMERITECH**, CLEC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). CLEC must use a legal IP address for its end of the connection.
- 8.7 For **SNET** region, CLEC may use a private line connection. The CLEC shall provide and maintain own router and CSU/DSU.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**’s Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between CLEC and the PRAF and LRAF 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 CLEC 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 CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

- 9.3.2 **Monitoring:** Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC 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 16.5 - 16.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or SBC-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, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	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 CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 10.4 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.
- 10.5 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.
- 10.6 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 10.7 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize

the capabilities of SBC-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, CLEC requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.
- 11.2 For SBC-7STATE, CLEC requesting the billing function for 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, CLEC 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 CLEC 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 Feed, and Loss Notification File at rates filed and approved by DPUC.

12. EFFECTIVE DATE, TERM

- 12.1 Whereas CLEC is currently operational under an existing, approved Interconnection Agreement, this Appendix OSS will be effective, pending Commission approval, ten (10) days after it is filed with the state Commission; or, alternatively, this Appendix will be effective upon approval by the state Commission when it is approved as a part of the Interconnection Agreement, whichever is earlier.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

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

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that demonstrate non-discriminatory access to SBC-13STATE's Operations Support Systems (OSS) and cover the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-SWBT means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, SBC-AMERITECH means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 As used herein, SBC-SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.7 As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.9 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.
- 1.10 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.

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 9.

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 9.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 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 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 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"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, 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.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 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, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

6.1 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; and c) neither Party will be required to provide any proof of the Liquidated Damages.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 7.1 Liquidated damages apply to the available, non-diagnostic measures designated in section 14 when SBC-13STATE delivers Non-complaint performance as defined in 3.1.3.
- 7.2 The Table of Critical Values (Section 9) 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.
- 7.3 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.
- 7.4 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. \$15,000 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 $(10-8)*\$500 + \$15,000 = \$16,000$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 8.1 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 are greater than 30 for a given measurement.
- 8.2 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_{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.

For parity measures that are expressed as Percentages or Proportions:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

$$P_{\text{ILEC}} = \text{ILEC Proportion}$$

$$P_{\text{CLEC}} = \text{CLEC Proportion}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta_{\text{ILEC}}^2 = P_{\text{ILEC}} (1 - P_{\text{ILEC}}).$$

n_{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.

For parity measures that are expressed as Rates or Ratios:

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$$

$$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$$

$$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{ILEC}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

The probability of the Z statistic is obtained from a standard normal distribution.

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., $M_{\text{CLEC}} - M_{\text{ILEC}}$, $P_{\text{CLEC}} - P_{\text{ILEC}}$, $R_{\text{CLEC}} - R_{\text{ILEC}}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{CLEC}} - \text{BM}$$

M_{CLEC} = CLEC Average

BM = Benchmark

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{CLEC}}^2 (1/n_{\text{CLEC}})]$$

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 $n_{\text{CLEC}} - 1$ 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

$$1 - \sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 8.3 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 that row of the table such that M is within the range of values given in the first two columns of the table. (3) Reading across that row determine the value of F from the third column. (4) The critical probability for determining compliance in each statistical test performed on the M measures is calculated by interpolating the last two columns of the table for that row. For example, suppose a CLEC has 50 measures. The applicable row has the range of 49 to 60 measures. The F value for that row is 7 and the critical probabilities is

$$6.2\% - (6.2\% - 5\%) \frac{50 - 49}{60 - 49} = 6.1\%$$

9. TABLE OF CRITICAL VALUES

Number of Measures Reported to the CLEC (M)		(F)	Critical Probabilities for Assessing Parity and Compliance (P)	
Minimum Value in the Range Associated with F	Maximum Value in the Range Associated with F	Maximum Number of Failures that May be Excused	Probability for Minimum Value in the Range	Probability for Maximum Value in the Range
1	1	0	1.00%	1.00%
2	3	1	10.00%	5.90%
4	9	2	14.10%	5.30%
10	17	3	9.30%	5.20%
18	26	4	7.70%	5.20%
27	37	5	7.00%	5.10%
38	48	6	6.50%	5.10%
49	60	7	6.20%	5.00%
61	72	8	6.00%	5.00%
73	85	9	5.90%	5.00%
86	98	10	5.70%	5.00%
99	111	11	5.60%	5.00%
112	124	12	5.60%	5.00%
125	138	13	5.60%	5.00%
139	152	14	5.50%	5.00%
153	167	15	5.50%	5.00%
168	181	16	5.40%	5.00%
182	196	17	5.40%	5.00%
197	210	18	5.40%	5.00%
211	225	19	5.40%	5.00%
226	240	20	5.30%	5.00%
241	255	21	5.30%	5.00%
256	270	22	5.30%	5.00%
271	286	23	5.30%	5.00%

287	301	24	5.30%	5.00%
302	317	25	5.30%	5.00%
318	332	26	5.20%	5.00%
333	348	27	5.20%	5.00%
349	364	28	5.20%	5.00%
365	380	29	5.20%	5.00%
381	395	30	5.20%	5.00%
396	411	31	5.20%	5.00%
412	427	32	5.20%	5.00%
428	444	33	5.20%	5.00%

10. LIMITATIONS

- 10.1 SBC-13STATE will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.5. 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.
- 10.2 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 as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

- 10.3 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.

11. RECORDS AND REPORTS

- 11.1 **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.
- 11.2 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.
- 11.3 CLEC will have access to monthly reports through an interactive Website.
- 11.4 **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.
- 11.5 **SBC-13STATE** may not withhold payment of liquidated damages to CLEC, for any amount up to the amounts listed herein, unless **SBC-13STATE** has commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the permitted grounds for excusing a damages payment below the procedural threshold as set out in Section 10.2 of this Appendix (Force Majeure, CLEC fault, Service Bureau Provider fault and non-**SBC-13STATE** problems associated with third-party systems or equipment including systems, services and equipment provided by Service Bureau Provider). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of the amounts listed herein to CLEC, **SBC-13STATE** will pay the balance into escrow, and commence the show cause proceeding on or before the payment due date. These procedural 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

12. AUDITS

- 12.1 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).
- 12.2 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.
- 12.3 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

13. INITIAL IMPLEMENTATION

13.1 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.

14. PERFORMANCE MEASUREMENTS

SBC-13STATE will provide the following Performance Measurements, in accordance with the Business Rules, under this Agreement.

14.1 Pre-Ordering/Ordering

14.1.1 **Measurement:** FOC Timeliness

Benchmarks:***SBC-SWBT/SBC-AMERITECH**

All Res and Bus - 95%

Complex Bus - 94%

UNE Loop (1-49) - 95%

UNE Loop (>50) - 94%

Switch Ports - 95%

The average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark

***PACIFIC/NEVADA**

Fully electronic flow through - average 20 minutes

Electronically received/Manually handled - average 6 hours

Manually received/Manually handled – average 12 hours

Interconnection Trunks Standard –

New: average 7 days

Augment: average 4 days

SNET

90% ≤ 24 business hours (MSAP only)

14.1.2 **Measurement:** Pre-Order Response Time

Benchmarks:***SBC-SWBT/SBC-AMERITECH**

Address Verification 4.7 sec

Request for Telephone Number 4.5 sec

Number

Request for Customer 6.6 sec.

¹ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS paragraph 2.10.1

Service Record (CSR)
 Service Availability 6.6 sec.
 Service Appointment 1.0 sec.
 Scheduling (Due Date)
 Dispatch Required 12.6 sec.
 PIC Diagnostic only

***PACIFIC/NEVADA**

Mechanized:

Address Verification 4.5 sec
 Request for Telephone Number 4.5 sec
 Request for Customer Service Record (CSR) 10.0 sec.
 Service Availability 8.0 sec.
 Service Appointment 2.0 sec.
 Scheduling (Due Date)
 Dispatch Required 11.0 sec.

Manual:

CSRs Standard – 95% in 4 hours

Facilities Availability Inquiries (K1023) - Parity

SNET

98% ≤ 5 sec. (MSAP only)

14.1.3 **Measurement:** Percentage of Flow-Through Order**Benchmarks:*****SBC-SWBT/SBC-AMERITECH**

Diagnostic only

***PACIFIC/NEVADA**

Diagnostic only

SNET

Measure not available

14.1.4 **Measurement:** OSS Interface Availability**Benchmarks:*****SBC-SWBT/SBC-AMERITECH**99.5%²***PACIFIC/NEVADA**Parity for systems used by both **PACIFIC/NEVADA** and CLEC.

99.25% for OSS interfaces used exclusively by CLECs.

SNET

98.9% (MSAP only)

14.1.5 **Measurement:** Completion Notice Timeliness**Benchmarks:**² *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

***SBC-SWBT/SBC-AMERITECH**

97%

***PACIFIC/NEVADA**

Fully electronic (orders that flow through) (LEX, EDI) – average 20 minutes

All other interfaces – 90% within 24 hours

SNET98% within ≤ 2 hours (Dispatched Service Orders only)**14.2 Provisioning****14.2.6 Measurement:** Installation Appointment Commitment**Benchmarks:*****SBC-SWBT/SBC-AMERITECH****POTS:**

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity³ between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, C order types).

Design:Parity with **SBC-SWBT** retail**UNE:**

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
	Parity:	Retail Comparison:
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct	VGPL

³ *Refer to INTERCONNECTION AGREEMENT:GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Combination Trunks		
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1
*PACIFIC/NEVADA		
POTS:	Parity	
Design:	Parity	
UNE:		
Parity:		Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)		POTS – Business (fielded)
2/4w (5.5 db) assured analog loop		POTS Business Assured (PBX)
2w digital loop (ISDN capable)		ISDN (BRI)
2w digital loop (xDSL capable)		ADSL
4w digital loop (1.544Mbps capable)		DS1
UNE Port – Basic Analog/Coin		POTS – Business (fielded)
UNE Port – CENTREX		CENTREX
UNE Port – ISDN (BRI)		CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS ⁴ 1 line port)		DS1/ISDN (PRI)
UNE Port – PBX DID		PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)		HICAP (DS1 & DS3)
UNE Platform		Analogous Retail Service
Interconnection Trunks		ILEC Dedicated Trunks
<u>SNET</u>		
POTS:	<u>Parity</u>	
Digital Specials:	<u>Parity</u>	
Analog Specials:	<u>Parity</u>	

14.2.7 **Measurement:** Installation Trouble Reports

Benchmarks:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity between Field Work compared to **SBC-SWBT** Field

⁴ *Refer to INTERCONNECTION AGREEMENT:GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, C order types).

Design:

Parity with **SBC-SWBT** retail

UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN ⁵ BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE:

	Parity:	Retail Comparison:
	2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
	Parity: 2/4w (5.5 db) assured analog loop	Retail Comparison: POTS Business Assured (PBX)

⁵ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks
<u>SNET</u>	
POTS: ⁶	<u>Parity</u>
Digital Specials:	<u>Parity</u>
Analog Specials:	<u>Parity</u>

14.2.8 **Measurement:** Installation Interval

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, C order types).

Design:

Parity with **SBC-SWBT** retail

UNE:

95% within “X” days

2 Wire Analog and Digital and INP (1-10) -	3 days
2 Wire Analog and Digital and INP (11-20) -	7 days
2 Wire Analog and Digital and INP (20+) -	10 days
DS1 loop (includes PRI) (1-10) -	3 days
DS1 loop (includes PRI) (11-20) -	7 days
DS1 loop (includes PRI) (20+) -	10 days
XDSL loop (1-10) -	3 days
XDSL loop (11-20) -	7 days

⁶ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

XDSL loop (20+) -	10 days
Switch Ports – Analog Port -	2 days
Switch Ports – BRI Port (1–50) -	3 days
Switch Ports – BRI Port (50+) -	5 days
Switch Ports – PRI Port (1–20) -	5 days
Switch Ports – PRI Port (20+) -	10 days
DS1 Trunk Port (1-10)	3 days
DS1 Trunk Port (11-20)	5 days
DS1 Trunk Port (20+)	ICB
Dedicated Transport (DS0, DS1, DS3) (1-10)	3 days
Dedicated Transport (DS0, DS1, DS3) (11-20)	5 days
Dedicated Transport (DS0, DS1, DS3) (20+)	ICB
DSL: Parity with SBC-SWBT	
*PACIFIC/NEVADA	
POTS: Parity	
Design: Parity	
UNE:	
Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
2/4w (5.5 ⁷ db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DSI line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Parity:	Retail Comparison:
Interconnection Trunks	ILEC Dedicated Trunks
DSL: Parity	
SNET	
POTS:	
Vertical Feature/Simple: <u>Parity</u>	
Non Dispatched <u>Parity</u>	

⁷ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Dispatched Parity
 Digital Specials: Parity
 Analog Specials: Parity
 DSL: No measure available.

14.2.9 **Measurement:** Delayed Order Interval

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SW⁸BT** Retail No Field Work (N, T, C order types).

Design:

Parity with **SBC-SWBT** retail

UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE: Parity: Retail Comparison:

⁸ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET

No measure available.

14.2.10 **Measurement:** Average Response Time for Loop Qualification Information

Benchmark:***SBC-SWBT/SBC-AMERITECH**

Parity

***PACIFIC/NEVADA**

Parity

SNET

No measure available.

14.3 Maintenance

14.3.11 **Measurement:** Repair Appointment Commitment

Benchmark:***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

UNE Combo:

⁹ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Parity with Business and Residence combined.

UNE:

Parity with POTS Business and Residence combined

***PACIFIC/NEVADA**

POTS: Parity

UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX) ¹⁰	POTS – Business (fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET

POTS: Parity

Digital Specials: Parity

Analog Specials: Parity

14.3.12 **Measurement:** Repeated Trouble Reports

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

UNE Combo:

Parity with Business and Residence combined.

Design:

Parity with Retail

UNE:

Parity:	Retail Comparison:
1 8.0 dB Loop with Test Access	POTS (Res/Bus FW)

¹⁰ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

	and 8.0 dB Loop without Test Access (FW)	
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BR ¹¹ I Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE:

Parity:

2/4w (8db) analog loop (incl. Coin/analog, PBX)¹²

2/4w (5.5 db) assured analog loop

2w digital loop (ISDN capable)

2w digital loop (xDSL capable)

4w digital loop (1.544Mbps capable)

UNE Port – Basic Analog/Coin

UNE Port – CENTREX

UNE Port – ISDN (BRI)

UNE Port – DS1/ISDN – PRI (incl. DS1 line port)

UNE Port – PBX DID

UNE Dedicated Transport (incl.

Retail Comparison:

POTS – Business (fielded)

POTS Business Assured (PBX)

ISDN (BRI)

ADSL

DS1

POTS – Business (fielded)

CENTREX

CENTREX

DS1/ISDN (PRI)

PBX DID

HICAP (DS1 & DS3)

¹¹ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.¹² *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

DS1 and DS3)

UNE Platform

Analogous Retail

Service

Interconnection Trunks

ILEC Dedicated Trunks

SNET

POTS: Parity

14.3.13 **Measurement:** Mean Time to Repair**Benchmark:*****SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

UNE Combo:

Parity with Business and Residence combined.

Design:

Parity with Retail

UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
	Parity:	Retail Comparison:
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber ¹³	DS3

¹³ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

13 DSL Loops DS1

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE: Parity

SNET

POTS: Parity

Digital Specials: Parity

Analog Specials: Parity

14.3.14 **Measurement:** Customer Trouble Report Rate

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

UNE Combo:

Parity with Business and Residence combined.

Design:

Parity with Retail

UNE:

- | | | |
|----|--|--------------------|
| | Parity: | Retail Comparison: |
| 1 | 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) | POTS (Res/Bus FW) |
| 1a | 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) | POTS (Res/Bus NFW) |
| | Parity: | Retail Comparison: |
| 2 | 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access | VGPL |
| 3 | BRI Loop with Test Access | ISDN |
| 4 | ISDN BRI Port | ISDN |
| 5 | DS1 Loop with Test Access | DS1 |
| 6 | DS1 Dedicated Transport | DS1 |
| 7 | Subtending Channel (23B) | DDS |
| 8 | Subtending Channel (1D) | DDS |
| 9 | Analog Trunk Port | VGPL |
| 10 | Subtending Digital Direct Combination Trunks | VGPL |
| 11 | DS3 Dedicated Transport | DS3 |
| 12 | Dark Fiber | DS3 |
| 13 | DSL Loops | DS1 |

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE:

Parity:

2/4w (8db) analog loop (incl.

Coin/analog, PBX)

2/4w (5.5 db) assured analog
loop

2w digital loop (ISDN capable)

2w digital loop¹⁴ (xDSL
capable)4w digital loop (1.544Mbps
capable)

UNE Port – Basic Analog/Coin

UNE Port – CENTREX

UNE Port – ISDN (BRI)

UNE Port – DS1/ISDN – PRI
(incl. DS1 line port)

UNE Port – PBX DID

UNE Dedicated Transport (incl.
DS1 and DS3)

UNE Platform

Interconnection Trunks

SNET

POTS: Parity

Retail Comparison:

POTS – Business

(fielded)

POTS Business Assured

(PBX)

ISDN (BRI)

ADSL

DS1

POTS – Business

(fielded)

CENTREX

CENTREX

DS1/ISDN (PRI)

PBX DID

HICAP (DS1 & DS3)

Analogous Retail

Service

ILEC Dedicated Trunks

14.4 Interconnection14.4.15 **Measurement:** Average Trunk Restoration for Service Affecting
Trunk Groups**Benchmark:*****SBC-SWBT/SBC-AMERITECH**

Tandem trunk Groups: 1 hour

Non-Tandem: 2 hours

***PACIFIC/NEVADA**

Tandem trunk Groups: 1 hour

Non-Tandem: 2 hours

SNET

No measure available.

14.4.16 **Measurement:** Percent Trunk Blockage**Benchmark:**¹⁴ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

***SBC-SWBT/SBC-AMERITECH**

Dedicated Trunk Groups not to exceed blocking standard of B.01.

***PACIFIC/NEVADA**

Dedicated Trunk Groups not to exceed blocking standard of B.01.

SNET

No measure available.

14.4.17 **Measurement:** Percent Blocking on Common Trunks**Benchmark:*****SBC-SWBT/SBC-AMERITECH**

PUC Subst. R. 23.61 (e)¹⁵(5)(A) or parity, whichever allows less blockage in a given month. Common trunk groups exceeding 1% blockage, reported for switch based CLECs, shall be compared to dedicated trunk groups designed for B.01 standard for parity compliance.

***PACIFIC/NEVADA**

2% of trunk groups blocking at no more than 2% blocking

SNET

No measure available.

14.5 Coordinated Conversions14.5.18 **Measurement** – Coordinated Customer Conversions**Benchmark:*****SBC-SWBT/SBC-AMERITECH**

2% or less premature disconnects starting 10 minutes before scheduled time

***PACIFIC/NEVADA**

Parity

SNET

No measure available.

14.6 Collocation14.6.19 **Measurement:** Percent Missed Collocation Due Dates**Benchmark:*****SBC-SWBT/SBC-AMERITECH**

95% within the due date. Damages and Assessment will be calculated based on the number of days late.

***PACIFIC/NEVADA**

95% within the due date..

SNET

No measure available.

¹⁵ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

14.7 Billing

14.7.20 **Measurement:** Wholesale Bill Timeliness

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

95% within 6th¹⁶ work day

***PACIFIC/NEVADA**

99% within 10 days

SNET

No measure available.

15. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

15.1 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.

¹⁶ *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

APPENDIX RECIPROCAL COMPENSATION

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**APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Reciprocal Compensation 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 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.8 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.9 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.10 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.

- 1.11 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.12 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. **TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION**

- 2.1 The Telecommunications traffic exchanged between CLEC and **SBC-13STATE** will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, intraLATA Toll Traffic, and interLATA Toll Traffic. The Parties agree that reciprocal compensation is only applicable for the voice portion of Local Calls that are introduced to the public switched network. Local Calls are defined in Section 2.6.
- 2.2 Reciprocal compensation applies for transport and termination of Local Calls. 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-7STATE**, 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 Appendix Pricing. Calls originated over UNEs in areas served by ILECs owned by SBC, in Connecticut, Illinois, Michigan, Ohio, Indiana, and Wisconsin, are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 2.3 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (*i.e.*, each Party has established its originating trunks as well as any ancillary functions (*e.g.*, 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic.
- 2.4 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. All

Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

- 2.5 The Parties agree that Internet Calls are not subject to reciprocal compensation under this Appendix nor under the Act. The Parties agree to make reasonable efforts to identify telephone numbers assigned to Internet Service Providers (ISPs) to each other for purposes of excluding the minutes associated with ISP traffic from compensation. The Parties agree this traffic will be meet point billed if and when the current FCC exemption is removed or modified to allow such billing.
- 2.6 “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-13STATES 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.
- 2.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 2.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 2.9 Reciprocal Compensation applies to traffic terminated at either parties’ end office switch. Traffic that is delivered directly to an ISP is not subject to intercarrier compensation.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other’s network, where available, the original and true Calling Party Number (CPN).

- 3.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.4 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.5 Where the Parties are performing a transiting function as defined in Section 6.1, 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.

4. LOCAL TRAFFIC COMPENSATION

- 4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable state-specific rate elements can be found in Appendix Pricing.
- 4.2 Tandem Office Switch Served Rate
- 4.2.1 Tandem Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at the Tandem Office Switch.
- 4.3 End Office Switch Served Rate
- 4.3.1 The End Office Switch served rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

5. OPTIONAL CALLING AREA TRAFFIC -- SBC-SWBT

- 5.1 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. The rate for compensation for OCA traffic will be the lesser of the cost-based interconnection rates listed or, the interconnection rates in effect between **SBC-SWBT** and other ILECs for such traffic.

- 5.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Missouri, 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. CLEC/ILEC is 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.
- 5.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

6. TRANSIT TRAFFIC COMPENSATION

- 6.1 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 a 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. The rates that SBC-13STATE shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 6.2 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.
- 6.3 The CLEC 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.
- 6.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-

13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

7. OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX

7.1 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-MO, 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 ILEC 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.

8. OUT OF REGION TRANSITING -- SBC-SWBT

8.1 The Parties also acknowledge that traffic originated in third party ILEC exchange areas may traverse the SBC-SWBT Tandem Office Switch and terminate in other third party LEC exchange areas. Although direct connections could be used for this traffic, SBC-SWBT agrees to transit this traffic for the rate of \$0.006 per MOU if the other LEC exchanges share a common mandatory local calling area with all SBC-SWBT exchanges included in a metropolitan exchange area.

9. INTRALATA 800 TRAFFIC

9.1 Only queried intraLATA 800 traffic may be delivered to SBC-13STATE over the Local intraLATA Trunks. If the queried 800 traffic is determined to be InterLATA than the traffic must be delivered over the InterLATA Meet Point Trunks. If SBC-13STATE performs the 800 query function, the Traffic may be delivered to SBC-13STATE over the InterLATA Meet Point Trunks. If the Local/intraLATA Trunks are used and Requesting Carrier performs the 800 query function, the intraLATA 800 Traffic will be recorded as toll calls. If the Access Toll Connecting Trunks are used, SBC-13STATE will not record the intraLATA 800 Traffic.

9.2 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. The Parties agree to provide this data to each other 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.

- 9.3 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.

10. MEET-POINT-BILLING (MPB) SPECIAL and SWITCHED ACCESS TRAFFIC COMPENSATION -- SBC-12 STATE

- 10.1 This Section 10 refers to the MPB arrangements for SBC-12STATEs. Applicable MPB guidelines for SNET are located in the Meet Point Billing Agreement for SNET.
- 10.2 Intercarrier compensation for Special Access Traffic shall be on a MPB basis as described below.
- 10.3 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.
- 10.4 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, CLEC is the Initial Billing Company (IBC) and SBC-12STATE is the Subsequent Billing Company.
- 10.5 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.
- 10.6 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.

- 10.7 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 ILEC performs 800 database queries, ILEC will charge the end office provider for the database query in accordance with standard industry practices.
- 10.8 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.
- 10.9 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-12STATE** acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At CLEC's request, **SBC-12STATE** will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 10.10 **SBC-12STATE** and CLEC agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.
- 10.11 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

11. INTRALATA INTEREXCHANGE TRAFFIC COMPENSATION

- 11.1 For intrastate intraLATA toll service 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 the ILEC'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 ILEC's tariff in whose exchange area the End User is located.

12. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

- 12.1 In SBC-SWBT other than for traffic described in Section 6 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:
- 12.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), previously provided by SBC-SWBT to CLEC. Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.
- 12.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 12.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 12.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 12.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 12.7 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 12.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATEs, SBC-13STATEs will

multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

13. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 13.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 13.2 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:
- 13.2.1 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
- 13.2.1.1 Percent Local Usage (PLU)
- 13.2 PLU is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
- 13.3 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.

14. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

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

APPENDIX 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 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE, and means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Ohio, Texas and Wisconsin.

2. DEFINITIONS

- 2.1 “**Access Usage Record (AUR)**” - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 “**Assembly and Editing**” - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 “**Billing Company**” - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 “**Billable Message**” - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 “**Centralized Message Distribution System (CMDS)**” - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC-13STATE and the Billing Company.

- 2.6 “**Data Transmission**” - the forwarding by SBC-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 “**Exchange Message Record (EMR)**” - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 “**Interexchange Carrier (IXC)**” - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 “**Interexchange Carrier Transported**” - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 “**Local Access and Transport Area (LATA)**” - service areas defined in FCC Docket 78-72.
- 2.11 “**Message Processing**” - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 “**Originating Local Exchange Carrier Company**” - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 “**Provision of Message Detail**” - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to 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 IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 SBC-13STATE will record all IXC transported messages for CLEC 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 CLEC.
- 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 CLEC.
- 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 CLEC 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**, CLEC 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 CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC 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 CLEC, **SBC-13STATE** will forward those messages to CLEC.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC 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 the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC 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 the CLEC, SBC-13STATE will make reasonable efforts to locate and/or recover the data and provide it to the CLEC 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 the CLEC. 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 the CLEC.
- 5.3 If, despite timely notification by the CLEC, 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 the CLEC 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 the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SBC-13STATE.
- 5.5 The CLEC 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 the CLEC, its customers or end users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.

- 5.6 The CLEC also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(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 The CLEC 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 CLEC when this data is accessed and used by a third party.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

**EXHIBIT I
SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

**ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL
AND ACCESS USAGE RECORDS**

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLECCLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

**ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE
DETAIL AND ACCESS USAGE RECORDS**

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 12: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 13: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 14: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

Option 15: Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC 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 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, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.

- 1.13 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.
- 1.14 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 1.15 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.
- 1.16 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.17 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.18 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.19 The prices at which SBC agrees to provide CLEC 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, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
- 2.2 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 CLEC 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), CLEC 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 CLEC 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 CLEC 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 CLEC resells services that require certification on the part of the End User, CLEC 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, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC 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 CLEC 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, CLEC 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**:

3.4.2.1 CLEC may only resell **SBC-SWBT** 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 CLEC resells services that require certification on the part of the End User, CLEC 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** LifeLine and/or Link-Up benefit, the existing **SBC-SWBT** CSR will carry the appropriate service indicator. CLEC may view this indicator on the **SBC-SWBT** 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** CSR, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific **SBC-SWBT** tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that CLEC 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** 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**, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable **SBC-SWBT** 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 **NEVADA**, **PACIFIC**, **SNET** and **SBC-AMERITECH**:
- 3.4.3.1 **NEVADA**, **PACIFIC**, **SNET** and **SBC-AMERITECH** LifeLine and Link-Up services are not available for resale.
- 3.4.3.2 When an End User is currently receiving **NEVADA**, **PACIFIC**, **SNET** or **SBC-AMERITECH** LifeLine or Link-Up service, the existing **NEVADA**, **PACIFIC**, **SNET** or **SBC-AMERITECH** Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.
- 3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from **NEVADA**, **PACIFIC**, **SNET** or **SBC-AMERITECH**'s existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.
- 3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-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 CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC'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 **NEVADA**, **PACIFIC**, **SNET** or **SBC-AMERITECH** 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**, **PACIFIC**, **SNET** or **SBC-AMERITECH**.

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 CLEC 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 CLEC for resale.

3.5.4 This section applies only to **SWBT-KS**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount (14.9% or 21.6%, as applicable) 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 CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

- 3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).
- 3.7 CLEC 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 CLEC 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 CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC 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. CLEC 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 CLEC 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 CLEC 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 CLEC 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. CLEC 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 CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.14 **This section applies only to SWBT-TX :**

3.14.1 Subject to any modifications ultimately approved in Docket Number 17759 and any appeals thereof:

3.14.1.1 CLEC may convert current **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 Texas, and

3.14.1.2 **SWBT-TX** and any other reseller of **SWBT-TX** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Texas.

3.14.1.3 In the event of a conversion under either Section 3.14.1.1 or 3.14.1.2, CLEC and **SWBT-TX** shall comply with all of the terms and conditions set forth in Sections 3.14.2 and 3.14.3.

3.14.2 Responsibilities of CLEC in connection with CSP Contract Conversions

3.14.2.1 CLEC shall assume in writing the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-TX** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.62% for customer specific pricing plan contracts and at the wholesale discount of 8.04% for tariffed volume and term contracts.

3.14.2.2 Correspondingly, CLEC shall not charge CLEC’s End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SWBT-TX** or any other local service provider reselling **SWBT-TX** local service.

3.14.2.3 If another reseller of **SWBT-TX** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC’s responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SBC-13STATE** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SWBT-TX** in connection with any conversion by another reseller of **SWBT-TX** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.3 Responsibilities of **SWBT-TX** in connection with CSP Contract Conversions

3.14.3.1 **SWBT-TX** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.3.2 Correspondingly, **SWBT-TX** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **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 CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. CLEC 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, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration.

- 4.1.1 Should any CLEC 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 CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC'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, CLEC 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 CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC 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 CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC 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 CLEC 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, CLEC may provide to **SBC-13STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-13STATE** will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.
- 4.5.1 If CLEC'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 CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.7 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC 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 CLEC'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 CLEC's request, subject to the guidelines set forth above.
- 4.8 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area where CLEC 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 CLEC 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 CLEC End User listings in **SBC-AMERITECH** White Page directories as well as distribution of such directories to CLEC and/or CLEC 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 CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 **SBC-13STATE** shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **SBC-13STATE** appropriate charges associated with customized routing on an ICB basis.
- 4.12 Payphone Services
- 4.12.1 CLEC 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 CLEC 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 CLECs 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 CLEC by paying the Payphone Compensation to CLEC, 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. **SBC-13STATE** will pay Payphone Compensation to CLEC 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 CLEC the Payphone Compensation due to CLEC'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 CLEC under this Appendix by crediting CLEC'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 CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 4.12.7 Nothing in this Appendix entitles CLEC 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 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC 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, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC 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 CLEC 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 CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC'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, CLEC 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 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC 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 CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

4.13.2.1 CLEC 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 CLEC 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, CLEC 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 CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC 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, CLEC 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 CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC'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 CLEC'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 CLEC 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, CLEC will receive the same brand for both DA and OS.

5.2.3 CLEC 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 CLEC 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 CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 **SBC-SWBT** and **SNET** - CLEC will provide written specifications of its company name to be used by **SBC-SWBT** or **SNET** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). CLEC attests that it has been provided a copy of the OSQ.

5.3.1.2 **PACIFIC/NEVADA** - CLEC will provide recorded announcement(s) of its company name to be used to brand CLEC's OS/DA calls in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

5.3.1.3 **SBC-AMERITECH** - CLEC will provide written specifications of its company name to be used by **SBC-AMERITECH** to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC 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 CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC 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 **PACIFIC/NEVADA/SNET** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to branding announcement. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6. OS/DA RATE/REFERENCE INFORMATION

6.1 CLEC 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 CLEC will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC 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 CLEC'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 CLEC'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 CLEC End User, where technically feasible and available, **SBC-13STATE** will quote the applicable OS/DA rates as provided by the CLEC.
- 6.4.1 **PACIFIC/NEVADA/SBC-AMERITECH** – In the interim, when a Operator receives a rate request from a CLEC End User, **PACIFIC/NEVADA/SBC-AMERITECH** will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When **PACIFIC/NEVADA/SBC-AMERITECH** has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

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

- 7.1 **SBC-13STATE** shall allow CLEC 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 CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.
- 7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.3 CLEC 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. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be

interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC 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 CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "Other (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC 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.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC'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 CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC 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 CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7.7 This section applies only to **PACIFIC**:

7.7.1 Cooperation on Fraud

7.7.1.1 Traffic Alert Referral Service

7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**'s TARS. In providing TARS to CLEC, **PACIFIC** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC 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 CLEC 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 CLEC a non-exclusive right to use the information provided by **PACIFIC**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC 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 CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC 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 CLEC's use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.

7.8 This section applies only to **PACIFIC**:

7.8.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC 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 CLEC

8.1 Prior to submitting an order under this Appendix, CLEC 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 CLEC 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 a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

- 8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.
- 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 CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC 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 CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This

Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.

- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC 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 CLEC’s service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC 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.” CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**’s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC 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 CLEC’s location and its End Users’ service locations; provided, however, CLEC 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 CLEC 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 CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC 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 CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC 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 CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 CLEC 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 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC 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, CLEC 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 CLEC 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 CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without

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

APPENDIX 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 CLEC. 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 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

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 CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC 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 CLEC designation of signaling points associated with the CLEC 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 CLEC designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in a **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 CLEC and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to CLECs 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 CLEC 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 a **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 CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.
- 2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **SBC-12STATE** STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.
- 2.6 CLEC 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 CLEC 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, CLEC 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 CLEC and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from CLEC 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 CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC 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 CLEC desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.
- 2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **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 CLEC requests that **SBC-12STATE** add a Signaling Point Code (SPC), CLEC will identify to **SBC-12STATE** the SPCs associated with the CLEC 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 CLEC will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC 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 CLEC 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 CLEC set of links will be routed to CLEC.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC 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 CLEC utilizes **SBC-12STATE**’s Local Switching Network Element, CLEC does not separately order SS7 signaling under

this method. CLEC 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 CLEC at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC 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. CLEC will pay a non-recurring charge when CLEC 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 CLEC 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 CLEC shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to CLEC 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 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC 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 CLEC 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 CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
 - 3.4.2.1 "A" Link Sets from CLEC'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 CLEC'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 CLEC physical network from signaling point to signaling point for the link.
- 3.4.5 When CLEC requires a STP Access Link, CLEC 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 CLEC, 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 CLEC orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC 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 CLEC 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 CLEC 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 CLEC to any other party, except as required to manage the **SBC-12STATE** signaling network or as may be required by law.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to **SBC-7STATE**'s STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **SBC-12STATE** the SPC(s) associated with the CLEC set of links.
- 5.2 CLEC shall identify to **SBC-12STATE** the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), CLEC shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.
- 5.4 CLEC 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.
- 5.5 CLEC 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 CLEC shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in CLEC'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 CLEC to be forwarded to **SBC-12STATE**'s network. CLEC 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 CLEC 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.

8.2.2 CLEC 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 CLEC.

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 CLEC 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 CLEC 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 CLEC 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 CLEC 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. CLEC shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 CLEC 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 CLEC 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 CLEC 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent

contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple SBC-13STATE UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from SBC-13STATE. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which SBC-13STATE agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 SBC-13STATE has no obligation to provide access to any network element, or to provide terms and conditions associated with any network element, other than expressly set forth in this Agreement.
- 1.6 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 SBC-8STATE - As used herein, SBC-8STATE means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.8 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.10 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.11 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.12 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
- 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307(c));

- 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.8 **SBC-13STATE** will not connect to or combine UNE's with any non-251 (c)(3) or other **SBC-13STATE** service offerings.
- 2.9 Provisioning/Maintenance of Unbundled Network Elements

- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as ~~SBC-13STATE~~ may elect at its own discretion. ~~SBC-13STATE~~ will provide access to UNEs where technically feasible. Where facilities and equipment are not available, ~~SBC-13STATE~~ shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, ~~SBC-13STATE~~ may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, ~~SBC-13STATE~~ is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. ~~SBC-13STATE~~ is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to ~~SBC-13STATE~~ for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit ~~SBC-13STATE~~ to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 2.9.5 CLEC's use of any ~~SBC-13STATE~~ UNE, or of its own equipment or facilities in conjunction with any ~~SBC-13STATE~~ network element, will not materially interfere with or impair service over any facilities of ~~SBC-13STATE~~, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, ~~SBC-13STATE~~ may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 2.9.6 When a ~~SBC-13STATE~~ provided tariffed or resold service is replaced by CLEC's facility based service using any ~~SBC-13STATE~~ provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by ~~SBC-13STATE~~, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring

and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-13STATE provided UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

- 2.9.7 CLEC shall connect equipment and facilities that are compatible with the SBC-13STATE Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.9.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

- 2.10.1 Each UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion.
- 2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.
- 2.10.3 SBC-13STATE may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-13STATE places on itself for orders from its customers.
- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of SBC-

13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which SBC-13STATE agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-13STATE makes these methods available. These methods provide CLEC access to multiple SBC-13STATE UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-13STATE Central Office.

3.1.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to the CLEC's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to be combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

3.2 The following terms and conditions apply to all methods when SBC-13STATE provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-13STATE will

provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.
- 3.2.3 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
- 3.2.4 CLECs may elect to access **SBC-13STATE**'s UNEs through Physical Collocation arrangements.
- 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.6 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
- 3.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without

SBC-13STATE's consent.

- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each network element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).
- 3.2.15.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.
- 3.2.15.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4.* ADJACENT LOCATION

- 4.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.
- 4.2 The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.
- 4.3 This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.4 The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:
 - 4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.6 The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7 The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.
- 4.8 The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 4.9 The CLEC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.
- 4.10 The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then

* Section 4.0 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

CLEC has the right to splice the manholes on the route, including the entrance manhole.

- 4.11 In order for PACIFIC to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. PACIFIC will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12 The CLEC will retain all assignment control. PACIFIC will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the PACIFIC frame.
- 4.13 The CLEC will pay Time and Materials charges when PACIFIC dispatches personnel and failure is in the CLEC's facility.
- 4.14 PACIFIC will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. PACIFIC limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.15 Prior to PACIFIC providing the Adjacent Location Method in this Appendix, the CLEC and PACIFIC shall provide each other with a single point of contact for overall coordination.
- 4.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST

- 5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix BFR, a "Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE.

5.2 ITEM I SBC-SWBT, SBC-AMERITECH, NEVADA

Bona Fide Request Process

- 5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide CLEC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is SBC-SWBT, NEVADA, SNET and (ii) TCNet.ameritech.com, if one of the Parties is SBC-AMERITECH. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 5.2.4 CLEC is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA’s preliminary evaluation costs, in which case SBC-SWBT, SBC-AMERITECH, NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and SBC-SWBT, SBC-AMERITECH, NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-SWBT, SBC-AMERITECH, NEVADA will return the \$2,000

deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-SWBT, SBC-AMERITECH, NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-SWBT, SBC-AMERITECH, NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 SBC-SWBT, SBC-AMERITECH, NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-SWBT, SBC-AMERITECH, NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-SWBT, SBC-AMERITECH, NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, SBC-SWBT, SBC-AMERITECH, NEVADA will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-SWBT, SBC-AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a “BFR

Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to CLEC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the GTC. If SBC-SWBT, SBC-AMERITECH, NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.

5.3** **Item II**
SNET Bona Fide Request Process

5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to SNET, with the following exceptions:

** Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
- 5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
 - 5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
 - 5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
 - 5.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.
- 5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.
- 5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).
- 5.3.5 Section 5.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information

needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix BFR begin once **SNET** has received a complete and accurate BFR Application Form.

- 5.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 5.3.7 For **SNET**, under the DRP, either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

5.4* **Item III**
Pacific Bona Fide Request Process

- 5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:
- 5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request (“**BFR**”) is the process by which CLEC may request **PACIFIC** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a “Request”), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.
- 5.4.3 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 5.4.4 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, [SBC ILEC] will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by

* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

PACIFIC will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

- 5.4.5 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 5.4.6 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).
- 6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.
- 6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected

in the state specific Appendix Pricing. ~~SBC-12STATE~~, at the request of CLEC, will disconnect the ~~SBC-12STATE~~ local loop from the NID, at charges reflected in the state specific Appendix Pricing.

- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via ~~SBC-12STATE~~'s NID where necessary.
- 6.5 The ~~SBC-12STATE~~ NIDs that CLEC uses under this Appendix will be existing NIDs installed by ~~SBC-12STATE~~ to serve its End Users.
- 6.6 CLEC shall not attach to or disconnect ~~SBC-12STATE~~'s ground. CLEC shall not cut or disconnect ~~SBC-12STATE~~'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a ~~SBC-13STATE~~ Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by ~~SBC13-STATE~~. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in ~~SBC-13STATE~~ wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (~~SBC-12STATE~~) or by tariff (~~SNET~~) and in the state specific Appendix Pricing (~~SBC-12STATE~~) or by tariff (~~SNET~~):
 - 7.2.1 2-Wire Analog Loop
 - 7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) ~~SBC-12STATE~~ will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, ~~SBC-12STATE~~ will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the ~~SBC-13STATE~~ Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with ~~SBC-13STATE~~'s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 SBC-12STATE will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

8.1.2 CLEC may request access to the following sub-loop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10. NID	Stand Alone
11. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

- 8.2 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the SBC-12STATE sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop 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 sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).
- 8.3 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC's access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.
- 8.4 Sub-loops are provided “as is” unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. xDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.5 Sub-loops are not available for combination by SBC-12STATE with any Unbundled Network Elements or service.
- 8.6 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the SBC-12STATE switch will be lost.
- 8.7 Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by SBC-12STATE in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise SBC-12STATE within 10

days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

- 8.8 Unbundled DS1 and DS3 sub-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 processes implementing the Supplemental Order.

9. PACKET SWITCHING

- 9.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:
- 9.1.1 **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 9.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
 - 9.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

9.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

10. LOCAL SWITCHING

10.1 The Unbundled Local Switching (ULS) capability is defined as:

10.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

10.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

10.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

10.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

10.1.3.2 access to OS/DA and 9-1-1; and

10.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

10.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

10.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC 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.

10.2.2 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.

10.2.3 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.

10.2.4 Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 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) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

10.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

10.2.4.2 Nothing in this Section 8.2.4 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

10.3 Customized Routing

10.3.1 Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. CLEC will pay the customized routing charges reflected in Appendix Pricing.

10.4 Unbundled Local Switching Usage Sensitive Rate Element

10.4.1 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.

10.5 Switch Ports

10.5.1 In ~~SBC-7STATE~~, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

10.5.1.1 Line Switch Ports – ~~SBC-7STATE~~

10.5.1.1.1 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.

10.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

10.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

10.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

10.5.1.2 Trunk Side Switch Ports – ~~SBC-7STATE~~

10.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

10.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

10.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

10.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

10.5.3 **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.

10.6 Shared Transport

10.6.1 Shared Transport is an interoffice transmission path between two **SBC-13STATE** switches. Shared Transport permits the CLEC to access the interoffice network of **SBC-13STATE** for the origination and completion of calls to and from unbundled local switch ports or to other third party switches. The charges for Shared Transport are reflected in Appendix Pricing (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. For specific terms and conditions and pricing for ULS-IST (**SBC-AMERITECH**), refer to the Merger Conditions Appendix.

10.7 Tandem Switching

10.7.1 Tandem Switching is defined as:

10.7.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

10.7.1.2 the basic switching function of connecting trunks to trunks; and

10.7.1.3 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.

10.7.2 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11. INTEROFFICE TRANSPORT

- 11.1 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 by SBC-12STATE, or requesting CLEC, or between switches owned by SBC-12STATE or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, SNET does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.
- 11.2 SBC-12STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- 11.3 Unbundled Dedicated Transport
- 11.3.1 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.
- 11.3.2 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). SBC-12STATE will provide higher speeds to CLEC as they are deployed in the SBC-12STATE network.
- 11.3.3 UDT includes the following elements:
- 11.3.3.1 Interoffice Transport – Is a circuit between two SBC12-STATE Wire Centers.
- 11.3.3.2 Entrance Facility – Is a circuit from SBC-12STATE serving Wire Center to the CLEC's location.
- 11.3.3.3 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. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.
- 11.3.3.4 Other Optional features are outlined in Appendix Pricing.

11.4 Diversity

11.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

11.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity, **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

11.5 Digital Cross-Connect System (DCS)

11.5.1 **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 CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

11.6 Network Reconfiguration Service (NRS)

11.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

11.7* PACIFIC

11.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

11.7.1.1 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)

* Section 11.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

PACIFIC will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

11.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

11.7.1.2.1 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.

11.7.1.2.2 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.

11.7.1.2.3 **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.

12. DARK FIBER

12.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby

render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

12.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or “light” end to end. CLEC may only subscribe to dark fiber that is considered “spare,” as defined in Sections 12.4.1 and 12.5.1, below.

12.2 Interoffice Dark Fiber

12.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO’s) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.

12.3 Loop Fiber

12.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

12.3.2 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

12.3.2.1 the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

12.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

12.3.3 At CO’s the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

12.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

12.4 Spare Fiber Inventory Availability and Condition

12.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.

12.5 Determining Spare Fibers:

12.5.1 SBC-12STATE will inventory and track spare dark fibers. Spare fibers do not include the following:

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

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

12.5.1.2 Defective fibers

12.5.1.3 SBC-12STATE growth fibers. Fibers documented as reserved by SBC-12STATE for utilization for growth within the 12 month-period following the carrier's request.

12.5.2 The appropriate SBC-12STATE engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

12.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

12.6 Quantities and Time Frames for ordering Dark Fiber:

12.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

12.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by SBC-12STATE in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise SBC-12STATE within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

12.6.2.1 If spare dark fiber is available, as determined under this Agreement, SBC-12STATE will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. SBC-12STATE will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

12.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2.

12.7 Right of Revocation of Access to Dark Fiber

12.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-12STATE provided the fibers, SBC-12STATE may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.

12.7.2 SBC-12STATE may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, SBC-12STATE must

demonstrate to CLEC that the dark fiber will be needed to meet ~~SBC-12STATE~~'s bandwidth requirements within the 12 months following the revocation.

12.8 Access Methods specific to Dark Fiber

12.8.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an ~~SBC-12STATE~~ approved splitter shelf. This arrangement allows for non-intrusive testing.

12.9 Installation and Maintenance for Dark Fiber

12.9.1 ~~SBC-12STATE~~ will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

13. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

13.1 ~~SBC-13STATE~~ will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

14. SIGNALING NETWORKS AND CALL-RELATED DATABASES

14.1 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).

15. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

15.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by ~~SBC-13STATE~~'s databases and information. ~~SBC-13STATE~~ will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

16. CROSS CONNECTS

16.1 The cross connect is the media between the ~~SBC-7STATE~~ UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a ~~SBC-7STATE~~ UNE and a Collocation area for the purpose

of permitting the CLEC to connect the SBC-7STATE UNE to other UNEs or to the CLECs own facilities. Where SBC-7STATE has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one SBC-7STATE UNE and another SBC-7STATE UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

- 16.2 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 13.3, 13.4 and 13.5 for SBC-AMERITECH and SNET are provided as set forth in Appendix Pricing. For all other cross-connect pricing for SNET refer to the applicable state tariff.
- 16.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a SBC-13STATE Loop with another SBC-13STATE UNE are as follows:
 - 16.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
 - 16.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 16.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 16.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 16.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another SBC-13STATE UNE are as follows:
 - 16.4.1 DS-1 to UNE Connection Methods point of access
- 16.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another SBC-13STATE UNE are as follows:
 - 16.5.1 Analog Line Port to UNE Connection Methods point of access
 - 16.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.
 - 16.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 16.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
 - 16.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

16.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:

- 16.6.1 2-Wire Analog Loop to Collocation
- 16.6.2 2-Wire Analog Loop to Collocation (without testing)
- 16.6.3 4-Wire Analog Loop to Collocation
- 16.6.4 4-Wire Analog Loop to Collocation (without testing)
- 16.6.5 2-Wire Digital Loop to Collocation
- 16.6.6 2-Wire Digital Loop to Collocation (without testing)
- 16.6.7 4-Wire Digital Loop to Collocation
- 16.6.8 4-Wire Digital loop to Collocation (without testing)
- 16.6.9 DSL Shielded Cross Connect to Collocation
- 16.6.10 2-Wire DSL non-shielded cross connect to Collocation
- 16.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 16.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)
- 16.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 16.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)
- 16.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
- 16.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)
- 16.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)
- 16.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)
- 16.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

- 16.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:
- 16.7.1 DS-1 to Collocation
 - 16.7.2 DS-3 Collocation
 - 16.7.3 OC-3 to Collocation
 - 16.7.4 OC-12 to Collocation
 - 16.7.5 OC-48 to Collocation
- 16.8 The applicable Port cross connects for the purpose of CLEC connecting a **SBC-SWBT** and Port UNE to a CLEC's Collocated facilities are as follows:
- 16.8.1 Analog Line Port to Collocation
 - 16.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation
 - 16.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation
 - 16.8.4 Analog DID Trunk Port to Collocation
 - 16.8.5 DS- Trunk Port to Collocation
- 16.9* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:
- 16.9.1 Voice Grade/ISDN EISCC
 - 16.9.2 DS-0 EISCC
 - 16.9.3 DS-1 EISCC
 - 16.9.4 DS-3 EISCC
 - 16.9.5 DSL Shielded Cross Connect to Collocation
- 16.10* The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:
- 16.10.1 2-wire

- 16.10.2 4-wire
- 16.10.3 6-wire
- 16.10.4 8-wire
- 16.10.5 DS-1
- 16.10.6 DS-3
- 16.10.7 OC-3
- 16.10.8 OC-12
- 16.10.9 OC-48
- 16.10.10 LT1
- 16.10.11 LT3

16.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLECs own facilities for are as follows:

- 16.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access
- 16.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access
- 16.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access
- 16.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access
- 16.11.5 DSL shielded Cross Connect to Adjacent Location point of access

16.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLECs own facilities as follows:

- 16.12.1 DS-1 to the Adjacent Location Method point of access

16.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLECs own facilities point of access are as follows:

*Sections 16.9 through 16.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

- 16.13.1 Analog Line Port to Adjacent Location Method to point of access
- 16.13.2 ISDN BRI Port to Adjacent Location Method to point of access
- 16.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access
- 16.14 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:
 - 16.14.1 2 -Wire Analog Loop to Analog line Port
 - 16.14.2 2 -Wire Digital Loop to ISDN BRI Port
- 16.15 **Maintenance of Elements**
 - 16.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
 - 16.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and **SBC-13STATE** dispatches personnel to the End User's premises or a **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.
 - 16.15.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
 - 16.15.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

- 16.15.5 If CLEC issues a trouble report allowing SBC-13STATE access to the End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.
- 16.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.
- 16.15.7 If CLEC requests or approves a SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

17. RECONFIGURATION

- 17.1 SBC-13STATE will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with SBC-13STATE's processes to implement that Order, as set forth on the CLEC website.

18. RESERVATION OF RIGHTS

- 18.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the

UNE Remand Order”), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

19. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 19.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law;

regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-8STATE means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 The prices at which SBC-13STATE agrees to provide CLEC with White Page services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.7 SBC-AMERITECH –Except where expressly stated, the terms and conditions for switch-based CLECs, CLEC's leasing unbundled switch ports, and conditions for including CLEC End User listings in SBC-AMERITECH White Page directories as well as distribution of such directories to CLEC and/or CLEC 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 CLEC also provides local exchange telephone service, and CLEC wishes to

include alphabetical listings information for its End Users in the appropriate **SBC-8STATE** White Pages directories.

- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC'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 CLEC End Users located within the local directory scope. The rules, regulations and **SBC-8STATE** practices are subject to change from time to time.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to **SBC-8STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC 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 CLEC may provide CLEC'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 CLEC 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 CLEC 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 CLEC 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 CLEC End User. CLEC 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 CLEC 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 CLEC or CLEC 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, CLEC 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 the CLEC's order in bulk to an address specified by the CLEC.

- 2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC 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. At its option, CLEC 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 CLEC’s camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC’s request, subject to the guidelines set forth above.
- 2.9 At its request, CLEC may purchase “Informational Page(s)” in the informational section of the WP directory covering a geographic area where CLEC 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 CLEC shall provide to **SBC-8STATE** the “Informational Page” in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC 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 CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**’s use of CLEC’s subscriber listing information in **SBC-13STATE**’s current and future directory assistance and directory assistance related products and services.
- 3.2 At CLEC’s written request, **SBC-8STATE** shall transmit CLEC’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 CLEC 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 CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC 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 CLEC's End Users, or in bulk to the CLEC location. **SBC-8STATE** has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC'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 CLEC per Section 2.5 above. While **SBC-8STATE** has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, **SBC-8STATE** will in good faith attempt to accommodate CLEC 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 CLEC and will assess a per book charge.
- 4.3 Where a CLEC End User requires additional listings to appear in the WP directory, **SBC-8STATE** will assess CLEC a charge for such listings at existing **SBC-8STATE** tariff rates. An additional charge at **SBC-8STATE**'s tariff rate applies when CLEC 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 CLEC End Users served by CLEC via a **SBC-8STATE** unbundled switch port, CLEC 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 the CLEC "Informational Page" in the WP directory, **SBC-8STATE** shall charge the CLEC 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 CLEC hereby releases SBC-8STATE from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to SBC-8STATE under this Appendix, and/or CLEC'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 CLEC 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 CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC 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 CLEC'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 the CLEC, in which event the CLEC 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 until terminated by 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 CLEC, and shall promptly return such subscriber listing information to the CLEC.
- 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX 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

¹ Subject to Availability

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 1.2 As used herein, SBC-12STATE means the above listed LEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-SWBT means the above listed LEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, SBC-AMERITECH means the LEC doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.5 As used herein, PACIFIC means the LEC doing business in California.
- 1.6 As used herein, NEVADA means the LEC doing business in Nevada.
- 1.7 As used herein, SNET means the LEC doing business in Connecticut.
- 1.8 In SBC-AMERITECH, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and SBC-AMERITECH is facilitated via the existing LEC Settlement process in each state.
- 1.9 In PACIFIC/NEVADA, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and PACIFIC/NEVADA is facilitated via the Message Exchange Appendix.
- 1.10 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and SNET, is **technically infeasible** in SNET.
- 1.11 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.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC-SWBT** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC-SWBT** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

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

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide **SBC-SWBT** with billing records for CH processing that are in an industry standard format acceptable to **SBC-SWBT** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC-SWBT**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC-SWBT** for CH processing, if needed.
- 4.3 **SBC-SWBT** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC-SWBT**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

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

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay SBC-SWBT a processing charge in consideration of SBC-SWBT's performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

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

7. SETTLEMENT REPORT

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

8. RETROACTIVE AND LOST MESSAGES

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

9. LIMITATION OF LIABILITY

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

10. **DISCLAIMER OF WARRANTIES**

- 10.1 **SBC-SWBT** 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-SWBT** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

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

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

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

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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:
Lynne Sachs, Account Manager
SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
205-634-6370
- 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 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” (CMD5)** – means all the applications located in the Telcordia Technologies St. Louis facility are used for the exchange of data 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 CMD5. 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 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 message 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 SBC-7STATE. 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 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 – CLEC must provide 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 with **SBC-AMERITECH** advise Telcordia Technologies to convert to a hosted status.
- 4.1.6 ILEC - For out-of- **SBC-AMERITECH** region properties, CLEC must provide to **SBC-AMERITECH** a Full-Status Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore) for each

geographical area in which the Customer operates. For properties within the SBC-AMERITECH region, CLEC must negotiate an acceptable RAO code with SBC-AMERITECH.

- 4.1.7 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.
 - 4.1.8 CLEC - 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.
 - 4.1.9 ILEC - If access records are received from out of the SBC-AMERITECH region, SBC-AMERITECH shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records. Should CLEC desire collection and distribution of in SBC-AMERITECH region records, such services shall be covered by the Meet Point Billing Agreement.
 - 4.1.10 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.
 - 4.1.11 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.
 - 4.1.12 (ILEC only) CLEC may request changes to existing services and/or the provision of new services pursuant to the procedures detailed in Exhibit B.
- 4.2 (SBC-AMERITECH) – (CLEC only) 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 I in to the CLEC's monthly invoice.

4.2.2 (ILEC only) **SBC-AMERITECH** shall not provide ICS settlement. CLEC is responsible for continuing settlement processes with the other LECs, including **SBC-AMERITECH**, in those territories in which the CLEC provides service.

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** 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 (ILEC only) SBC-AMERITECH shall not provide ICS settlement. CLECs are responsible for continuing settlement processes with the other LECs, including SBC-AMERITECH, in those territories in which the CLEC provides service.
- 4.3.6 (ILEC only) SBC-AMERITECH shall not provide NICS settlement. CLEC is responsible for continuing settlement processes with the other LECs, including SBC-AMERITECH, in those territories in which the CLEC provides service.
- 4.3.7 For calls originating and billing within a non- SBC-AMERITECH, 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 Exhibit A.
- 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 Exhibit A, Price Schedule.
- 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 Exhibit A. 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
Hosting Price Schedule
SBC-AMERITECH

1. Start-Up Fee:

One year term	\$28,000
Two year term	\$20,000
Three year term	\$16,000

One time fee for enabling the SBC-AMERITECH billing systems to accept CLEC's data and aggregate for distribution.

Included in the startup fee is one training session for HOSTING.

2. Basic Price Components – CLEC/ILEC in Region:

A. Message distribution Fees:	
1) Monthly transmission fee	\$250
B. ICS Settlement (CLEC only)	
1) Monthly settlement processing fee	\$200

3. Basic Price Components - ILEC:

- A. Message distribution Fees:
- 1) CLEC will pay SBC-AMERITECH according a negotiated price schedule based on message volumes and/or a minimum payment per month.

<u>i.e.: Number of Messages per Month</u>	<u>Rate per Message</u>
0 – xxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
xxxx – xxxx	.xx
over xxxx	.xx

Consulting \$150/hour

Hourly rate for customer requesting additional assistance outside of the daily exchange of data i.e. additional training or CLEC processing problems. (There is a minimum two (2) hour charge for each request)

Exhibit A
Hosting Price Schedule

SBC-SWBT

Per record charge for billable message records and/or access usage records that are received from the CLEC and destined to another location for billing.

Per Record Charge

Full Status RAO Company	
Hosting Company Network	\$.0020
National CMDS Network	\$.0050
Non-Full Status RAO Company	
Hosting Company Network	\$.0070
National CMDS Network	\$.0100

Per record charge for billable message records and/or access usage records in situations where the Hosting Company, performing a transfer service, provides this message data received from other LECs or from CMDS on magnetic tape or data file for delivery to the CLEC.

Per Record Charge	\$.0030
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Exhibit B
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 describe 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 BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, SBC 12STATE means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-7STATE means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.4 As used herein, PACIFIC means an ILEC doing business in California.
- 1.5 As used herein, NEVADA means a ILEC doing business in Nevada.
- 1.6 As used herein, SBC-AMERITECH means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, SBC-SWBT means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 The prices at which SBC-12STATE agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System”** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **“Charges”**- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.

- 2.3 “**Compensation**” - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 “**IntraLATA**” - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term “IntraLATA messages,” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 “**InterLATA**” - between Local Access and Transport Areas (LATAs) as defined in the FCC’s CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term “InterLATA messages” as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.6 “**Local Exchange Carrier (LEC)**” - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 “**Local Message**” - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 “**Revenues**” - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
- 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
- 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
- 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
- 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

- 3.2.5 The billing, collection and remitting of local messages as described in section 3.2 are technically infeasible in **SNET** at this time.
- 3.2.6 In **PACIFIC/NEVADA**, the billing, collection, and remitting of local messages as described in section 3.2 is done via the Message Exchange Agreement.
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable (**SBC 12-STATE**) only when **SBC 12-STATE** company is the CMDS Host Company.
- 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
- 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. **RESPONSIBILITIES OF THE PARTIES**

- 4.1 CLEC agrees to bill, collect and remit to **SBC-12STATE** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC-12STATE**), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC-12STATE**. **SBC-12STATE** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **SBC-12STATE** benefit, shall be remitted by CLEC to **SBC-12STATE** within thirty (30) calendar days of the date of **SBC-12STATE** bill to CLEC for such services.
- 4.4 **SBC-12STATE** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **SBC -12STATE**) to the End Users of that LEC.

- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by SBC-12STATE or another LEC for CLEC's benefit, shall be remitted by SBC-12STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to SBC-12STATE for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 AND 3.3 above. Notwithstanding this paragraph, SBC-12STATE may net amounts due to CLEC under this Appendix against amounts owed to SBC-12STATE when SBC-12STATE renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 SBC-12STATE makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. SBC-12STATE assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX LIDB – AS

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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 CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Data 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 Transport Rate**” means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.6 “**Validation Information**” means a Data Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

- 3.1 SBC-12STATE’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-12STATE’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, SBC-12STATE enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree that some LIDB enhancements will require CLEC to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access, create, modify or update CLEC’s Line Record Information in LIDB when such records are associated with CLEC’s subscriber accounts that are provided only on CLEC’s own end office switch.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE’s LIDB that are administered by a company other than CLEC. This includes, but is not limited to, SBC-12STATE retail accounts, CLEC’s accounts administered by SBC-12STATE based on Local Service Requests, and resold accounts.
- 4.3 Electronic Interfaces - Where available, SBC-12STATE has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.
- 4.3.1 Service Order Entry Interface

- 4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to ~~SBC-12STATE~~'s LIDB administrative systems that is equivalent to ~~SBC-12STATE~~'s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC's service order process or other data source into the LIDB administrative system. ~~SBC-SWBT~~ also provides the Service Order Entry Interface to requesting CLECs that use ~~SBC-SWBT~~'s UNE local switch ports. ~~PACIFIC~~, ~~SBC-AMERITECH~~, and ~~UNET~~ 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 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide ~~SBC-12STATE~~ with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to ~~SBC-12STATE~~'s Service Order Entry Interface. CLEC does not gain access to any interface, database, operations support system, or other SMS.
- 4.3.1.3 ~~SBC-12STATE~~ will provide CLEC with the file transfer protocol specifications CLEC will use to administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for ~~SBC-12STATE~~ to provide CLEC with Data Base Administration and Storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a ~~SBC-12STATE~~'s LIDB administrative system or CLEC can choose to use this interface in conjunction with the Interactive Interface that ~~SBC-12STATE~~ provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use.
- 4.3.1.5 CLEC understands and agrees that its access to ~~SBC-12STATE~~'s LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to ~~SBC-12STATE~~ for administration.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC 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 CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC 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 CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.
- 4.3.2.2 CLEC's access to the LIDB administrative system through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not assigned to PACIFIC and/or SBC-SWBT for administration.
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB administrative system. CLEC does not gain access to any interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Tape Load Facility Interface

4.4.1 Tape Load Facility Interface provides CLEC with unbundled access to Tape Load facilities in those **SBC-12STATE** ILECs that use such facilities to load data into LIDB and/or the LIDB administrative system. **SBC-SWBT** is the only **SBC-12STATE** ILEC that uses Tape Loads.

4.4.2 Tape Load Facility Interface allows CLEC 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 CLEC's initial load of data, updating CLEC's entire data store for a new LIDB capability, and when CLEC's updates exceed one hundred thousand (100,000) Line Records over and above CLEC's normal daily update processing.

4.4.4 CLEC 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 CLEC 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 CLEC's updates into LVAS. CLEC will limit each tape to 500,000 (five hundred thousand) Line Records or less. **SBC-SWBT** will use these tapes to update or create CLEC'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 CLEC with record format and hardware requirements for such tapes and CLEC will comply with such documentation in creating its tapes. **SBC-SWBT** will also provide CLEC with the name and address of **SBC-SWBT**'s LVAS System Administrator to whom CLEC will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows CLEC to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires CLEC 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 CLEC's updates directly into

LIDB and LVAS. CLEC 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 CLEC with record format and hardware requirements for the tape load as well as the name and address where CLEC will deliver each set of tapes.

4.4.6.2 SBC-SWBT and CLEC will negotiate mutually agreed upon dates and times for tape loads of CLEC's data.

4.4.6.3 CLEC will use the Tape Load Facility Interface only for CLEC's subscribers' Line Records. CLEC will not use the Tape Load Facility Interface to modify any Group Record nor will CLEC use the Tape Load Facility Interface to modify any Line Record belonging to another Data Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.

4.5.3 SBC-12STATE limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such

documentation to resolve any update disputes regarding CLEC'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. CLEC agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method CLEC uses for its ongoing Line Record administration) once administrative system update capability is restored. CLEC understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 ~~SBC-12STATE~~ will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that a Data Owner's Line Records in the LIDB administrative system match the source of the Data Owner's Line Records.

4.6.2.2 The source of Data Owners' Line Records that ~~SBC-12STATE~~ administers through a service order process will be the ~~SBC-12STATE~~'s billing system that maintains the LIDB data for such Data Owners.

4.6.2.3 ~~SBC-12STATE~~ will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC administers through unbundled electronic interface(s). ~~SBC-12STATE~~ will deliver

such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.4 CLEC will use the file SBC-12STATE provides in Section 4.6.2.3 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.5 SBC-12STATE will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) SBC-12STATE will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and SBC-12STATE will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.7 LSR Process

4.7.1 The LSR Process allows SBC-12STATE to create and administer CLEC's data on CLEC's behalf through a bundled service order flow. The LSR Process is only available to CLEC when CLEC is providing service to end users using SBC-12STATE's UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB administrative system. CLEC can obtain access to SBC-12STATE's LIDB administrative system LVAS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.

4.7.3 CLEC will not have direct access to any of its records that SBC-12STATE administers through the LSR Process.

4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that SBC-12STATE can populate CLEC's line record completely and accurately. If CLEC's LSR does not contain information needed to populate a data element in LIDB, SBC-12STATE will populate such data element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information in LIDB. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-

~~12STATE~~ will not be responsible for any claim or damage resulting from the use of such default information, except in the event of ~~SBC-12STATE~~'s gross negligence or willful misconduct.

4.7.5 The following applies only to ~~SBC-SWBT~~.

4.7.5.1 ~~SBC-SWBT~~ will transfer LIDB Line Records between local service providers (including ~~SBC-SWBT~~) based on conversion activity either "as is" or "with changes".

4.7.5.2 CLEC will identify through a registration form that ~~SBC-SWBT~~ will provide to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether ~~SBC-SWBT~~ will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.5.4 Conversion Activity. CLEC will identify whether ~~SBC-SWBT~~ will convert LIDB Line Records from a previous local service provider (including ~~SBC-SWBT~~) to CLEC with changes to end user information or without changes to end user information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have ~~SBC-SWBT~~ delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including ~~SBC-SWBT~~).

4.7.5.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or whether ongoing administration will be done by ~~SBC-SWBT~~ based on an LSR submitted by CLEC.

4.8 Fraud Monitoring

4.8.1 ~~SBC-12STATE~~'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. ~~SBC-12STATE~~ will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

5. MANNER OF PROVISIONING

5.1 ~~SBC-12STATE~~ will provide to CLEC, on request, ~~SBC-12STATE~~-specific documentation regarding record formatting and associated hardware requirements

of the interfaces SBC-12STATE provides for LIDB data administration when CLEC chooses to use such interfaces.

- 5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 SBC-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in SBC-12STATE's LIDB. CLEC shall provide all information needed by SBC-12STATE to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.
- 5.4 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:
 - 5.4.1 the number of working lines per account group
 - 5.4.2 the number of working line numbers to be established
 - 5.4.3 the average number of monthly changes to these records
 - 5.4.4 the number of busy hour queries, by query type
 - 5.4.5 the number of annual queries by query type
- 5.5 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of its intent to not provide to CLEC the Services under this Appendix and this Appendix will be void.
- 5.6 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.
- 5.7 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

- 5.8 CLEC is solely responsible for all Line Records for which CLEC is the Data Owner. This includes all data, data administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC 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 CLEC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.10 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an SBC-12STATE's LIDB, CLEC will administer those records through the unbundled electronic interfaces SBC-12STATE offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SBC-12STATE's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.11 CLEC will administer its data in SBC-12STATE's LIDB in such a manner that SBC-12STATE's accuracy of response information and consistency of available data is not adversely impacted.
- 5.12 CLEC will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.
- 5.13 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of SBC-12STATE's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.
- 5.14 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using a SBC-12STATE's UNE local switching port, CLEC will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of disconnection.
- 5.15 CLEC will also delete Line Records from SBC-12STATE's LIDB when CLEC migrates Line Record from an SBC-12STATE's LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with SBC-12STATE to delete such records on CLEC's behalf.
- 5.16 If CLEC begins providing local services before CLEC completes and returns to SBC-SWBT its LSR Process registration form, SBC-SWBT will treat CLEC's LSRs as if CLEC had elected to administer all activity on its Line Records directly through an unbundled electronic interface.

- 5.17 ~~SBC-12STATE~~ will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an ~~SBC-12STATE~~ LIDB.
- 5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with ~~SBC-12STATE~~'s standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in ~~SBC-12STATE~~ practices. The Parties acknowledge that ~~SBC-12STATE~~ may change those practices from time to time.
- 5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an ~~SBC-12STATE~~'s LIDB is the responsibility of ~~SBC-12STATE~~. CLEC acknowledges and agrees that ~~SBC-12STATE~~, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. ~~SBC-12STATE~~ will limit such access to those actions necessary to ensure the successful operation and administration of ~~SBC-12STATE~~'s SCP and LIDB.
- 5.20 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC 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. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.
- 5.21 ~~SBC-12STATE~~ will, at its sole discretion, allow or negotiate any access to an ~~SBC-12STATE~~'s LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an ~~SBC-12STATE~~'s LIDB. CLEC acknowledges that when ~~SBC-12STATE~~ allows an entity to access ~~SBC-12STATE~~'s LIDB, such query originators will also have access to CLEC's data that is also stored in such ~~SBC-12STATE~~'s LIDB.
- 5.22 The following applies only to ~~SBC-SWBT~~
- 5.22.1 ~~SBC-SWBT~~ will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC 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 CLEC 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 CLEC 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 CLEC of its responsibility to administer its records accurately and in a timely manner.

- 5.22.2 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC 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 CLEC'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 CLEC on its LSR, or default information created from a lack of CLEC's entry of data.
- 5.22.3 If CLEC elects to have SBC-SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC 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 CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB data elements on its LSR, SBC-SWBT will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

- 6.1 If SBC-12STATE provides CLEC with compensation for data access as set forth in Section 6.3, SBC-12STATE will provide such data, as is reasonably necessary, to enable CLEC to substantiate Query volumes of CLEC Line Records residing in SBC-12STATE's LIDB.
- 6.2 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.
- 6.2.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.

- 6.2.2 CLEC 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 CLEC understands that if CLEC chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.
- 6.4 SNET will charge CLEC 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 CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC 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 CLEC, in accordance with SNET's invoice.

7. COMPENSATION OPTION

- 7.1 CLEC may elect to receive compensation from SBC-12STATE for access to CLEC's data in SBC-12STATE's LIDB only as set forth in this Section, Section 7, of this Appendix. SBC-12STATE offers the terms of Section 7 as a package and such terms are contingent upon CLEC's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SBC-12STATE will not provide compensation to CLEC for access of CLEC's data in SBC-12STATE's LIDB other than via this Compensation Option.
- 7.2 Until PACIFIC and SBC-SWBT have the technical ability to identify record ownership of all Line Records in LIDB, and until PACIFIC and SBC-SWBT have developed billing processes to provide compensation for access to CLECs data, PACIFIC and CLEC and/or SBC-SWBT and CLEC will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1 SNET

7.2.1.1 Validation Query \$0.038 per Query

7.2.1.2 CNAM Query \$0.016 per Query

7.2.2 SBC-SWBT

7.2.2.1 Validation Query \$0.026 per Query

7.2.2.2 CNAM Query \$0.0036 per Query

7.2.2.3 OLNS Query \$0.0055 per Query

7.2.2.4 Query Transport \$.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-12STATE** will credit CLEC for each query against CLEC's non-resold Line Records in **SBC-12STATE**'s LIDB as set forth in this Sections 7.3.1 through 7.3.4:

7.3.1 **SNET**

7.3.1.1 28% paid to CLEC

7.3.1.2 72% retained by **SNET**

7.3.1.3 **SNET** will calculate the amount by multiplying total number of Queries to CLEC's Line Records multiplied by the Per Query Charge, multiplied by CLEC's percentage set forth in Section 7.2.1.1 above.

7.3.2 **SBC-SWBT**

7.3.2.1 Validation \$0.01216 per Query

7.3.2.2 CNAM \$0.0032 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 CLEC'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 CLEC'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 CLEC. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. PRICE AND PAYMENT

8.1 SBC-AMERITECH will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax.

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

10. LIABILITY

10.1 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time SBC-12STATE receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

10.2 In addition to any other limitations of liability set forth in this Agreement, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of Sleuth or Automatic Fraud Monitoring systems.

10.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.

10.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not

apply to any losses, damages, or other liability for which SBC-12STATE is found liable as a result of its gross negligence or willful misconduct.

10.5 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC'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, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

11. DISCLAIMER OF WARRANTIES

11.1 SBC-12STATE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB SERVICE

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APPENDIX LIDB SERVICE

1. INTRODUCTION

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

2. DEFINITIONS

- 2.1 **“Database (or Data Base)”** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.
- 2.2 **“Data 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 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 provides CLEC with certain line information that CLEC may use to facilitate completion of calls or services. SBC-12STATE provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to SBC-AMERITECH)
- 3.1.2 Tariff FCC No. 73 (applicable only to SBC-SWBT)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to SNET)
- 3.1.4 Tariff FCC No. 128 (applicable only to PACIFIC)
- 3.2 SBC-12STATE will provide CLEC with access to SBC-12STATE's LIDB for CNAM Query except SBC-AMERITECH will provide access to LIDB for CNAM Query after April 5, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to SBC-12STATE's LIDB 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. CLEC acknowledges that such subsystem number and translation type values are necessary for SBC-12STATE to properly process Queries to its LIDB.
- 3.4 CLEC acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SBC-12STATE's CCS/SS7 network.

CLEC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

- 3.5 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour Query volumes by LIDB Service Application. If, prior to the establishment of a mutually agreeable service effective date in writing, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-12STATE**.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC 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 CLEC understands that access to **SBC-12STATE**'s LIDB may not provide CLEC with access to all of the data of all Data Owners in **SBC-12STATE**'s LIDB. When a region in **SBC-12STATE** implements LIDB Data Screening by Data Owner, certain Data Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **SBC-12STATE** will comply with Data Owners' requests to so limit or restrict their data. Should CLEC desire access to any restricted Data Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Data Owner's LIDB Information will be between CLEC and said Data Owner.
- 3.8 Data Owners are solely responsible for the accuracy and completeness of the Line Records they store in **SBC-12STATE**'s LIDB; accordingly **SBC-12STATE** is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Data Owner.
- 3.9 **SBC-12STATE** provides LIDB Service as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where **SBC-13STATE** is the incumbent local exchange carrier. CLEC agrees that any use of **SBC-12STATE**'s LIDB, for the provision of LIDB Service Applications by CLEC 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 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC requests to activate, change, rearrange, or modify for its LIDB Service and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.
- 4.3 CLEC will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service and/or LIDB Service Application in SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to SBC-12STATE for LIDB Service based upon the rates set forth in Appendix Pricing. All tariffed rates associated with LIDB Services provided hereunder are subject to change effective with any revisions of such tariffs.
- 4.5 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries terminating to SBC-12STATE's LIDB. SBC-12STATE will use its SCPs as the source of usage data.
- 4.6 If there is a dispute associated with a monthly bill, the disputing Party will notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.
- 4.7 CLEC will notify SBC-12STATE when CLEC discontinues use of an OPC used to Query LIDB.
- 4.8 SBC-12STATE will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.
- 4.9 Both Parties understand and agree that when CLEC uses a single OPC to originate Queries to SBC-12STATE's LIDB, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support CLEC's CLEC operations within SBC-12STATE's incumbent serving areas and when such Queries support other uses of CLEC's service platforms.

- 4.10 If CLEC 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 provided to CLEC 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 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 CLEC'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, CLEC will provide PACIFIC with usage information from which PACIFIC will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to PACIFIC's Calling Name Database and to PACIFIC's LIDB for OLNS Queries. CLEC will provide such information to PACIFIC on a monthly basis by a date agreed to by PACIFIC and CLEC. CLEC will deliver such information to locations specified by PACIFIC. If CLEC uses a third-party's network to access PACIFIC's Calling Name Database and/or PACIFIC's LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide PACIFIC with recordings of CLEC's usage, PACIFIC will accept such usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.
- 4.11.3 CLEC will provide to, or cause to be provided to, PACIFIC CNAM Query and/or OLNS Query usage information at no additional charge to PACIFIC. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide PACIFIC with reports that identifies usage by Originating Point Code. CLEC and PACIFIC will agree upon the format and media type that CLEC will use to provide such usage data to PACIFIC. CLEC understands and agrees that PACIFIC cannot identify access by data 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 CLEC 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 CLEC.

4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that PACIFIC will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to PACIFIC's network. CLEC 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. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to PACIFIC for billing. Once PACIFIC has the ability set forth in Section 4.5 above, PACIFIC and CLEC will jointly determine which, if any, of CLEC'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 CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in SBC-12STATE's LIDB (i.e., Data Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by parties, CLEC will not use LIDB Service for purposes other than those described in this Appendix. CLEC may use LIDB Service for such authorized purposes only on a call-by-call basis. Data accessed on LIDB may not be stored by CLEC elsewhere for future use.

5.3 Proprietary information residing in SBC-12STATE's LIDB is protected from unauthorized access and CLEC may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB usage

5.3.6 Information related to billing for LIDB usage

5.3.7 LIDB usage statistics

- 5.4 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SBC-12STATE's LIDB.
- 5.5 If CLEC acts on behalf of other carriers, CLEC will prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SBC-12STATE's LIDB.

6. TERM AND TERMINATION

- 6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.
- 6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SBC-12STATE or CLEC to terminate the Appendix, SBC-12STATE and CLEC 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 exclusive of all other remedies against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).
- 7.3 In no event shall SBC-12STATE have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service purchasers.
- 7.4 SBC-12STATE is furnishing access to its LIDB to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of

any call. While SBC-12STATE agrees to make every reasonable attempt to provide accurate LIDB information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. CLEC acknowledges that SBC-12STATE can furnish Line Record information only as accurate and current as the information has been provided to SBC-12STATE for inclusion in its LIDB. Therefore, SBC-12STATE, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by SBC-12STATE's willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE HEREUNDER SHALL BE PROVIDED "AS IS". SBC-12STATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SBC-12STATE IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 CLEC acknowledges that SBC-12STATE's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SBC-12STATE, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SBC-12STATE's Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from SBC-12STATE's willful misconduct or gross negligence.

- 7.7 CLEC 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 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'s Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold **SBC-12STATE** harmless from and defend and indemnify **SBC-12STATE** for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by **SBC-12STATE**'s willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from **SBC-12STATE** shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

- 9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

- 10.1 CLEC agrees to make its Line Record Information available to **SBC-12STATE**. Should CLEC store its Line Record information in a database other than **SBC-12STATE**'s, CLEC will make such Information available to **SBC-12STATE** through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between **SBC-12STATE** and

the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX ROW

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)**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, 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-AMERITECH is an ILEC doing business in Indiana, Illinois, Michigan, Ohio and Wisconsin.
- 1.4 The prices at which SBC-AMERITECH agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

- 2.1 SBC-AMERITECH shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way along SBC-AMERITECH's distribution network that are owned or controlled by SBC-AMERITECH (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").
 - 2.1.1 "Rights-of-way" means (i) a legal interest of SBC-AMERITECH in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) SBC-AMERITECH's owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.

2.1.2 The availability of SBC-AMERITECH Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 15, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which SBC-AMERITECH owns and controls Structure or interests therein.

2.2 SBC-AMERITECH will not make Structure available:

2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or

2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.

2.2.3 For purposes of this Appendix, "Insufficient Capacity" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, SBC-AMERITECH will, in good faith explore potential accommodations with CLEC. If SBC-AMERITECH denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, SBC-AMERITECH will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the SBC-AMERITECH Structure it uses. CLEC shall indemnify SBC-AMERITECH against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

- 2.4.1 Where necessary to accommodate a request for access of CLEC, and provided SBC-AMERITECH has not denied access as described in Section 2, or because SBC-AMERITECH will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, SBC-AMERITECH may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through SBC-AMERITECH-approved contractors in circumstances where SBC-AMERITECH is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a “modification” shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a “modification,” while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a “modification.”)
- 2.5 Before commencing the work necessary to provide such additional capacity, SBC-AMERITECH will notify all other parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, SBC-AMERITECH shall include in a modification to accommodate CLEC’s Attachment(s) those modifications required to accommodate other attaching parties, including SBC-AMERITECH, that desire to modify their Attachments.
- 2.6 If CLEC request access to an SBC-AMERITECH Right-of-way where SBC-AMERITECH has no existing Structure, SBC-AMERITECH shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if SBC-AMERITECH desires to extend its own Attachments, SBC-AMERITECH will construct Structure to accommodate CLEC’s Attachments.
- 2.7 The costs of modifying a Structure to accommodate CLEC’s request, an existing or prospective attaching party’s request, or the needs of SBC-AMERITECH, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the

modification, it adds to or modifies its Attachment. If a party, including SBC-AMERITECH, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including SBC-AMERITECH, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including CLEC. If an attaching party, including SBC-AMERITECH, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

- 2.8 All modifications to SBC-AMERITECH's Structure will be owned by SBC-AMERITECH. CLEC and other parties, including SBC-AMERITECH, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

3. **INSTALLATION AND MAINTENANCE RESPONSIBILITIES**

- 3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by SBC-AMERITECH or by other attaching parties. Work performed by CLEC on, in or about SBC-AMERITECH's Structures shall be performed by properly trained, competent workmen skilled in the trade. SBC-AMERITECH will specify the location on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by SBC-AMERITECH for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide SBC-AMERITECH with notice before entering any Structure for construction or maintenance purposes.
- 3.2 Installation and Maintenance Standards

- 3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code,

Telcordia Construction Practices, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

4. IMPLEMENTATION TEAM

- 4.1 The Implementation Team shall develop cooperative procedures for implementing the terms of this Appendix and to set out such procedures in the Implementation Plan.

5. ACCESS REQUESTS

- 5.1 Any request by CLEC for access to SBC-AMERITECH's Structure shall be in writing and submitted to SBC-AMERITECH's Structure Access Center. SBC-AMERITECH may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to SBC-AMERITECH's Structure shall be pursuant to a permit issued by SBC-AMERITECH for each request for access. The Structure Access Coordinator shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure. CLEC shall provide SBC-AMERITECH with notice before entering any SBC-AMERITECH Structure.

6. UNUSED SPACE

- 6.1 Except for maintenance ducts as provided in Section 7 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by SBC-AMERITECH shall be available for the Attachments of CLEC, SBC-AMERITECH or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may not reserve space on SBC-AMERITECH Structure for its future needs. SBC-AMERITECH shall not reserve space on SBC-AMERITECH Structure for the future need of SBC-AMERITECH nor permit any other person to reserve such space. Notwithstanding the foregoing, CLEC may provide SBC-AMERITECH with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

7. MAINTENANCE DUCTS

- 7.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment. CLEC utilizing a maintenance spare must vacate it within sixty (60) days or provide an equivalent spare.

8. APPLICABILITY

- 8.1 The provisions of this Appendix shall apply to all SBC-AMERITECH Structure now occupied by CLEC.

9. OTHER ARRANGEMENTS

- 9.1 CLEC's use of SBC-AMERITECH Structure is subject to any valid, lawful and nondiscriminatory arrangements SBC-AMERITECH may now or hereafter have with others pertaining to the Structure.

9.2 Cost of Certain Modifications

- 9.2.1 If SBC-AMERITECH is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by SBC-AMERITECH or another attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment with the foregoing period, CLEC authorizes SBC-AMERITECH to move such Attachment at CLEC's expense.

10. MAPS AND RECORDS

- 10.1 SBC-AMERITECH will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure within the time frame agreed upon by the Implementation Team; provided that SBC-AMERITECH may redact any Proprietary Information (of SBC-AMERITECH or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. SBC-AMERITECH does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for

the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

11. OCCUPANCY PERMIT

11.1 CLEC occupancy of Structure shall be pursuant to a permit issued by SBC-AMERITECH for each requested Attachment. Any such permit shall terminate:

11.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,

11.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date SBC-AMERITECH has notified CLEC that such Structure is available for CLEC's Attachments,

11.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days,

11.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from SBC-AMERITECH or

11.2 If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments. If SBC-AMERITECH ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, SBC-AMERITECH shall:

11.2.1 Provide CLEC notice within ten (10) Business Days after SBC-AMERITECH has knowledge of such fact and

11.3 SBC-AMERITECH will provide CLEC with at least sixty (60) days written notice prior to:

11.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,

11.3.2 Any increase in the rates for Attachments to SBC-AMERITECH's Structure permitted by the terms of this Appendix, or

- 11.3.3 Any modification to SBC-AMERITECH's Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 11.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove it's Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, SBC-AMERITECH shall remove CLEC's Attachments at CLEC's expense.
- 11.5 If SBC-AMERITECH discovers that CLEC has placed an Attachment on SBC-AMERITECH's Structure without a valid permit, SBC-AMERITECH shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to SBC-AMERITECH within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to five (5) times the annual attachment fee for an authorized Attachment.
- 11.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.
- 11.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.
- 11.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, SBC-AMERITECH shall have the right to remove such unauthorized Attachment from SBC-AMERITECH's Structure at CLEC's expense.

12. INSPECTIONS

- 12.1 SBC-AMERITECH may make periodic inspections of any part of the Attachments of CLEC located on SBC-AMERITECH Structure. CLEC shall reimburse SBC-AMERITECH for the costs (as defined in Section 252 (d) of the Act) of such inspections. Where reasonably practicable to do so, SBC-AMERITECH shall provide prior written notice to CLEC of such inspections.

13. DAMAGE TO ATTACHMENTS

- 13.1 Both CLEC and SBC-AMERITECH will exercise precautions to avoid damaging the Attachments of the other or to any SBC-AMERITECH Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

14. CHARGES

14.1 SBC-AMERITECH's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, the initial charges applicable to Structure hereunder shall be as set forth in the Appendix Pricing. SBC-AMERITECH reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, SBC-AMERITECH reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "Extraordinary Attachment" is any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. Full payment in advance shall be required from CLEC for map preparation, field surveys and Make-Ready Work.

15. NONDISCRIMINATION

15.1 Except as otherwise permitted by Applicable Law, access to SBC-AMERITECH-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which SBC-AMERITECH provides its Structure to itself, its Affiliates, Customers, or any other person.

16. INTERCONNECTION

16.1 Upon request by CLEC, SBC-AMERITECH will permit the interconnection of ducts or conduits owned by CLEC in SBC-AMERITECH manholes. However, such interconnection in SBC-AMERITECH manholes will not be permitted where modification of SBC-AMERITECH's Structure to accommodate CLEC's request for interconnection is possible.

16.2 Except where required herein, requests by CLEC for interconnection of CLEC for interconnection of CLEC's Attachments in or on SBC-AMERITECH Structure with the Attachments of other attaching parties in or on SBC-AMERITECH Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. SBC-AMERITECH will provide a written response to CLEC's request within forty-five (45) days of SBC-AMERITECH's receipt of such request.

16.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 16.

17. COST IMPUTATION

17.1 SBC-AMERITECH will impute costs consistent with the rules under Section 224 (g) of the Act.

18. STRUCTURE ACCESS CENTER

18.1 Request for access to SBC-AMERITECH Structure shall be made through SBC-AMERITECH's Structure Access Center, which shall be CLEC's single point of contact for all matters relating to CLEC's access to SBC-AMERITECH's Structure. The Structure Access Center shall be responsible for processing requests for access to SBC-AMERITECH's Structure, administration of the process of delivery of access to SBC-AMERITECH's Structure and for all other matters relating to access to SBC-AMERITECH's Structure.

19. STATE REGULATION

19.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state in which SBC-AMERITECH owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

20. ABANDONMENT, SALES, OR DISPOSITIONS

20.1 SBC-AMERITECH shall notify CLEC of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, SBC-AMERITECH shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

21. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

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

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

APPENDIX C

SERVICE PERFORMANCE MEASURES AND
LIQUIDATED DAMAGES

Introduction

- I. Pursuant to Section 1.12 of this Agreement, Section A of this Appendix C sets forth the service standards, measurements, and performance applicable to Local Services or Network Elements provided under this Agreement.

Section B of this Appendix C sets forth liquidated damages to be paid in the event that specified failures of performance occur.

As experience is acquired under this Agreement with the new business processes established, the Parties expect to learn which measurements set forth in Section A are more or less useful than others. The Parties also expect that experience will show whether new measurements are needed or whether certain existing measurements are not needed. Accordingly, while this Agreement is in effect, either Party may, from time to time, request the addition, deletion or modification of the measures set forth in Section A. In the event the Parties cannot agree on such addition, deletion or modification they will resolve such dispute pursuant to Section 17 of the Agreement.

Unless otherwise stated, Pacific shall make monthly reports to CLC for all performance measures. Should a dispute arise concerning the accuracy of any of Pacific's measurements, ACLA may audit them under procedures set out in Section 14 of the Agreement.

- II. "Parity" Defined: Pacific shall provide services to CLC that, for any relevant period of measurement, have substantially the same characteristics of timeliness and performance as Pacific provides at retail and, for such purpose, those services shall be deemed to have substantially the same characteristics for any population of thirty (30) or more observations if it has the same statistical distribution at the 90% confidence interval. Service Parity is achieved when Pacific's service performance, as defined by the designated comparable measures, is within 1.65 standard deviations (90% confidence level) of the average retail performance for the equivalent retail product or service, subject to the definitions contained within this Appendix C. The calculation of 1.65 standard deviations will be based on the most recent two full calendar quarters of actual performance and revised quarterly. As used in the preceding sentence, Pacific's "average retail performance for the equivalent retail product or service" shall be calculated using all available observations of Pacific performance, rather than any form of sampling. "Pacific's service performance" for CLC shall, similarly, be calculated using all available observations. Average performance will be measured and reported monthly for each comparable measure. Liquidated damages will apply when performance is not at parity.

Service Parity applies to the comparable measures only. Other agreed to performance measures will be based on specified service standards and liquidated damages will apply as defined in this Appendix C.

SECTION A

A.1 Provisioning Service Performance Measures

1. % Installation Appointments Commitment Met

Definition:

This measures the percent of service orders where the completion date matches the committed due date. (e.g., The due date is 4/01/97 am, service is installed and the order is completed 4/01/97 am).

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific's comparable services. This measure excludes disconnect orders. This measure will be calculated separately for each Pacific region. These regions are Los Angeles, Bay, North and South. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total number of orders completed on time}}{\text{Total number of orders completed}} \times 100$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

2. % Installation Reports

Definition:

This measures the number of trouble reports that occur within the first thirty (30) days of service installation (e.g., Service is installed on 4/01/97, a trouble is reported on 4/05/97).

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific's comparable services. This measure will be calculated separately for each Pacific region. These regions are Los Angeles, Bay, North and South. This measure only includes Pacific Network Troubles. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total number of installations with trouble reported within 30 days from completion.}}{\text{Total number of service orders completed}} \times 100$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

3. Firm Order Confirmation Quality - % Accurate and Complete

Definition:

Measures percent of Firm Order Confirmations that are accurate and complete.

Method of Calculation:

As a measurement of Performance Standards, this metric will comply with the specific performance level shown below. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total Number of FOC's returned accurate and complete}}{\text{Total Number of FOC's to be returned for the month}} \times 100 = 95\%$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks) ISDN, Residence, LINK.

4. LSP to LSP Migration Notification - % On Time

Definition:

Measures the percent of migration notifications sent to the outgoing ACLA within 48 hours of receipt of the migration order.

Method of Calculation:

As a measurement of Performance Standards, this metric will comply with the specific performance level shown below. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total Number of Migration Notifications returned < 48 hours}}{\text{Total Number of Migration Notifications returned for the month}} \times 100 = 95\%$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), ISDN, Residence.

5. **Requests for Customer Service Records (CSR)**

Definition:

Measures the percent of Customer Service Records sent to ACLA within 4 hours of receiving the request and appropriate LOA. This measurement applies to less than twenty (20) Basic Exchange lines billed under one number and less than six (6) Centrex lines or six (6) PBX trunks, or six (6) ISDN lines, billed under one number. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

Method of Calculation:

As a measurement of Performance Standards, this metric will comply with the specific performance level shown below.

$$\frac{\text{Number of CSRs received <4 Hours}}{\text{Total Number of Requests for CSR}} \times 100 = 95\%$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks) ISDN, Residence

6. **Local PIC Change - % On Time**

Definition:

Measures the percent of local PIC changes initiated by the ACLA that are processed within twenty-four (24) hours of receipt of the order. This interval will stay in parity with interLATA PICs.

Method of Calculation:

As a measurement of Performance Standards, this metric will comply with the specific performance level shown below. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total Number of PIC Changes Completed Within 24 Hours}}{\text{Total Number of PIC Change Requests}} \times 100 = 95\%$$

Reporting Period:

- Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks) ISDN, Residence.

7. Service Order Discrepancy

Definition:

Measures percent of Orders initiated by ACLA that result in a discrepancy. An order will be considered to be discrepant if at any time after receipt of the order Pacific has to either reject the order or request a supplement of the order from the ACLA as a result of incomplete or inaccurate information, as defined in Pacific's Resale Access Line Request Forms Instruction Guide (GUIDE), Version 4, dated April 8, 1996. If ACLA service orders conform to the Guide, rejects or requests to supplement such service orders will be excluded from this measurement and will not incur Liquidated Damages, as defined in Section B of this Appendix. ACLA and Pacific will mutually agree on revisions to the Guide that effect service order form or content. If they are unable to agree, they will resolve the dispute pursuant to Section 17 of the Agreement.

Method of Calculation:

As a measurement of Performance Standards, this metric will comply with the specific performance level shown below. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$\frac{\text{Total number of orders issued without discrepancy}}{\text{Total number of orders issued}} \times 100 = 90\%$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks) ISDN, Residence, LINK.

8. Trunk Orders Installed on Time

Definition:

Measures the percent of local interconnection trunks that are completed on or before the due date. The comparative performance measure is Feature Group B & D Switched Access.

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific's comparable services. The comparative measure is Feature Group B & D switched access.

$\frac{\text{Total number of orders completed on time}}{\text{Total number of orders completed}} \times 100$
--

Reporting Period:

Monthly

9. **Trunk Firm Order Confirmation Timeliness**

Definition:

Measures percent FOC sent to ACLA within the specified time (equivalent to Feature Group B & D Switched Access.)

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific’s comparable services. The comparative measure is Feature Group B & D Switched Access.

$$\frac{\text{Total number of firm order confirmations returned on time}}{\text{Total number of firm order confirmations returned}} \times 100$$

Reporting Period:

Monthly

10. **Trunk Service Order Discrepancy**

Definition:

Measures percent of Interconnection Service Request (ISR) initiated by ACLA that result in a discrepancy. An order will be considered to be discrepant if at any time after receipt of the order Pacific has to either reject the order or request a supplement of the order from ACLA as a result of incomplete or inaccurate information, as defined in Pacific’s CLC Handbook. If ACLA service orders conform to the CLC Handbook, currently Section 16.0, rejected Trunk Service Orders requests to supplement such service orders will be excluded from this measurement and will not incur Liquidated Damages, as defined in Section B of this Appendix.

Method of Calculation:

As a measurement of Performance Standards, this metric will comply with the specific performance level shown below

$$\frac{\text{Total number of orders issued without discrepancy}}{\text{Total number of orders issued}} \times 100 = 90\%$$

Reporting Period:

Monthly

11. Forecasting

Definition:

Measures the accuracy of forecasted volumes of LINK or Residence, Business (Single and Multi-line, Centrex, PBX Trunks), ISDN resale service orders.

Method of Calculation:

Forecasts are accurate within 20% +/- in any calendar month of the forecast period (measurement excludes Interconnection Trunks)

Reporting Period:

Monthly

12. Average Delay Days

Definition:

Measures the average number of days a service order is delayed due to an appointment being missed.

Method of Calculation:

As a measurement of Comparable Service, this metric will be in parity with Pacific's comparable services. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total delayed days}}{\text{Total orders missed}} \times 100$$

Reporting Period

Monthly

A.2 Maintenance Service Performance Measures

1. % Maintenance Appointments Met

Definition:

This measures the number of troubles that are cleared on or before the committed date and time.

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific's comparable services. This measure includes Pacific network Troubles only. This measure will be calculated separately for each Pacific region. These regions are Los Angeles, Bay,

North and South. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Number of trouble reports with Appointments Met}}{\text{Number of trouble reports completed}} \times 100$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

2. % Repeat Troubles within 30 Days

Definition:

This Measures the percent of trouble reports on the same telephone line where there was a previous trouble within the last thirty days.

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific’s comparable services. This measure includes Pacific Network troubles only. This measure will be calculated separately for each Pacific region. These regions are Los Angeles, Bay, North and South. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Number of repeat trouble reports}}{\text{Number of trouble reports completed}} \times 100$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

3. Report Rate

Definition:

The metric measures the number of troubles per one hundred (100) lines in service per month.

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific’s comparable services. This measure includes Pacific Network troubles only. This measure will be calculated separately for each Pacific region. These regions are Los Angeles, Bay, North and South. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Number of trouble reports per month}}{\text{Number of Lines}} \div 100$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

4. **Receipt To Clear Duration**

Definition:

Measures the average duration in hours and minutes of all trouble reports from receipt to clear.

Method of Calculation:

As a Measurement of Comparable Service, this metric will be in parity with Pacific's comparable services. This measure includes Pacific Network troubles only. This measure will be calculated separately for each Pacific region. These regions are Los Angeles, Bay, North and South. Measurements will be calculated by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

$$\frac{\text{Total Number of Trouble Hours and Minutes}}{\text{Total Number of Trouble Reports}}$$

Reporting Period:

Monthly, and sorted by Business (Single and Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

A.3 Local Wholesale Billing

1. **Timeliness of Local Service Order Billing**

Definition:

Measures the number of Local Service Orders billed within the current bill cycle.

Calculation:

Will be based on a statistically valid sample of billed orders.

$$\frac{\text{Number of local orders billed in the correct bill period}}{\text{Total service orders}} \times 100 = 98\%$$

2. **Accuracy of Mechanized Bill Format**

Definition:

Measures the number of bills that pass agreed upon validation edits (format) the first time.

Calculation:

$$\frac{\text{Number of accurately formatted Mechanized bills}}{\text{Total number of Mechanized bills}} \times 100 = 99.5$$

3. **Financial Accuracy of Local Other Charges and Credits**

Definition:

Measures the accuracy of the OC&C Local Charges

Calculation:

Will be based on a statistically valid sample of OC&C Charges

$$\frac{\text{Total \$ Billed - Total \$ of adjustments}}{\text{Total \$ Billed}} \times 100 = 98\%$$

4. **Financial Accuracy of Bill**

Definition:

Measures the accuracy of the bill.

Calculation:

Will be based on a statistically valid sample of bills.

$$\frac{\text{Total \$ Billed - Total \$ of adjustments}}{\text{Total \$ Billed}} \times 100$$

**A.4 Usage Data Transfer
Performance Measures**

General Description:

Pacific will provide Local Usage Information detail in an accurate timely manner. The format and content is described in the Bellcore EXCHANGE MESSAGE RECORD (EMR) document in effect as of the Effective Date of this Agreement and the Local Resale Data Transfer Requirements.

Because these processes are new, ACLA and Pacific agree to jointly review and revise these performance standards as Local Resale is fully implemented to ensure that:

- the processes are stabilized and that agreed upon in-service volumes are met,
- comparative measures of parity with Pacific’s retail processes are established, where appropriate,
- the standards reflect elements required by ACLA to bill end users,
- an accurate baseline using some historical data for resale is in place.

1. File Transfer

Definition:

Pacific will initiate and transmit files that are error free and without loss of signal.

Method of Calculation:

$$\frac{\text{Number of Files received}}{\text{Number of Files sent}} \times 100 \geq 95\%$$

Note: All measurements will be on a calendar month. Joint review of performance and value for this standard will be done after six months from Effective Date. No comparative measure applies.

Reporting Period:

Monthly

2. % Timeliness

Definition:

Pacific will mechanically transmit, via CONNECT: Direct, all available usage records to ACLA’s Message Processing Center once a day, Monday through Friday, or as negotiated. ACLA and/or Pacific’s Data Center Holidays are excluded. ACLA and Pacific will exchange schedules of designated holidays.

Parity is the time that it takes for usage to be processed and ready for billing for Pacific’s end user customers. Parity and delivery of resale usage are measured at three specific points:

- 5 days delay
- 10 days delay
- 30 days delay

Reporting Period:

Monthly

3. **% Recorded Usage Data Complete (A Self-Reporting Measurement)**

Definition:

Pacific will provide all required Recorded Usage Data and ensure that it is processed and transmitted as required in the Agreement.

In-service volume thresholds will be determined using accepted statistical algorithms to provide a basis for comparison with Pacific’s retail performance. Because messages that are held in Pacific’s error file are usually not uniquely identified, ACLA and Pacific agree to invoke auditing procedures, as defined in Section 14 of the Agreement, to ensure that the rate of unbillable messages is in parity with the rate of unbillable messages experienced in Pacific’s retail business.

Method of Calculation:

$$\frac{\text{Total Number of Recorded Usage Data Records delivered during current month} - \text{Number of Usage Call Records held in error file at end of month}}{\text{Total Number of Recorded Usage Data Records delivered}} \times 100 = 99.98\%$$

4. **% Accuracy**

Definition:

Pacific will provide Recorded Usage Data in the format and with the content as defined in the Bellcore document. These measures relate only to Unbillable unrated local and local toll messages due to critical edit failures (format errors).

Method of Calculation:

$$\frac{\text{Total Number of Unrated Local Messages Transmitted Correctly}}{\text{Total Number of Unrated Local Messages Transmitted}} \times 100 = \geq 98\%$$

Note: No comparative measure applies.

Reporting Period:

Monthly

5. **% Error Free Data Packs**

Definition:

Pacific will initiate and transmit all packs that are error free in the format agreed, as defined in the ACLA Local Resale Requirements.

Method of Calculation:

$$\frac{\text{Number of Pack Received}}{\text{Number of Packs Sent}} \times 100 = 95\%$$

Note: Joint review of performance and value for this standard will be done after six months from the Effective Date.

Reporting Period:

Monthly

6. **% Recorded Usage Data Error Resolved**

Definition:

Pacific will ensure that the Recorded Usage Data is transmitted to ACLA error free, the level of detail includes but not limited to: detail required to Rating the call, Duration, Correct Originating/Terminating information, etc. The error is reported to Pacific as a Modification Request (MR). Performance is measure at two levels--Severity 1 or Severity 2.

Method of Calculation:

Severity 1: Includes messages that are bill affecting and represents 1% of the current customer base. Contact to be made by telephone.

$$\frac{\text{Number of Severity 1 MR's fixed < 24 Hours}}{\text{Number of Severity 1 MR's}} \times 100 = \geq 90\%$$

100% of All Severity 1 MR to be fixed within five (5) days

Severity 2: Non-bill affecting errors. Contact may be by phone, fax, e-mail, etc.

$$\frac{\text{Number of Severity 2 MR fixed < 3 days}}{\text{Number of Severity 2 MR}} \times 100 = > 90\%$$

100% of All Severity 2 MR to be fixed within ten (10) days

7. % Inquiries Responsiveness

Definition:

Pacific will respond to all usage inquires within twenty-four (24) hours of ACLA request for information, Monday through Friday. Severity 1 MR will be responded to on a seven (7) day a week basis. ACLA will receive continuous status reports until the request for information is satisfied.

Method of Calculation:

$$\frac{\text{Number of Billing Inquiries Responded to within 24 Hours}}{\text{Number of Billing Inquiries}} \times 100 = 98\%$$

Section B Liquidated Damages

For certain delays or failures of either Party under this Agreement, six months after the Effective Date of this Agreement and there are at least thirty (30) occurrences per month per Functional Activity, and on a Region Basis, as appropriate, the non-performing Party shall pay the other Party the amounts calculated as provided below.

Average Non-Recurring Charges -

The Average Non-Recurring Charge is the sum of all non-recurring charges applied to service orders issued by ACLA and for which there were performance defects (e.g., Installation Appointment Missed, Late CSR, Service Order Discrepancy, etc.) divided by the total number of defects within the measurement period. These calculations will be made by Functional Activity and product (Business-Single/Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

Average Recurring Charges -

The Average Recurring Charge is the sum of all recurring charges applied to service orders issued by ACLA and for which there were performance defects (e.g. Maintenance Appointment Missed, Repeat Trouble, etc.) divided by the total number of defects within the measurement period. These calculations will be made by Functional Activity and product (Business-Single/Multi-line, Centrex, PBX Trunks), Residence, LINK, and ISDN.

Below are listed selected functional activities which are critical to customer satisfaction and the remedy payable by the non-performing Party for specific lack of performance as described in the following table:

Functional Activity	Threshold	Liquidated Damage
1) % Installation Appointment Met. (A.1.1) 2) % Installation Reports. (A.1.2)	When results fall below parity	Waiver of an average non-recurring installation charge for the number of lines ordered and not installed on time OR orders found to have a Pacific trouble within 30 days after installation. The waiver would be for the amount of orders below the comparable measurement in retail.
1) % Maintenance Appointments Met. 2) % Repeat Troubles within 30 days. 3) Report Rate. 4) Receipt To Clear Duration.	When results fall below parity	One month's average recurring charges per line out of service that falls below parity. The waiver would be for the amount of lines out of service below the comparable measurements in retail within the described (4) Pacific Regions Note: If our maintenance performance for a given month fails to meet two or more assurance measures as described in Section A, Pacific will be liable for the category liquidated damages that results in the highest amount .
FOC Complete and Accurate	Less than 85% of FOCs returned are complete/accurate	20% of an Average Non-Recurring charge.
Migration Notification	Less than 85% of Migration Notifications sent in 48 hours.	Credit PIC Change Charge.
LSP PIC Change	Less than 85% of LSP PIC changes completed within 24 hours	Credit PIC Change Charge
Service Order Discrepancy	Less than 80% of orders submitted without material errors.	20% of a Average Non-Recurring charge (Paid by ACLA)
Customer Service Record	Less than 85% of CSRs are sent within 4 hours	5% of a Average NonRecurring charge for each CSR for which there is a subsequent service order issued.
Trunk Orders Completed on Time	When results fall below parity	100% of the total non-recurring charges for equivalent products (FG B or D trunks), as specified in CPUC 175-T, Section 6.
Trunk Firm Order Confirmation Delivered on Time.	When results fall below parity	20% of the total non-recurring charge for equivalent products (FG B or D trunks), as specified in CPUC 175-T, Section 6
Trunk Service Order Discrepancy	Less than 80% of orders are submitted without material errors.	20% of the total non-recurring charge for equivalent products (FG B or D trunks), as specified in CPUC 175-T, Section 6.
Forecasting (Excludes Interconnection Trunks)	When product volumes exceeds or falls below the +/- 20% of the forecast amount.	\$10.00 per line or trunk for the amount ordered between 20% and 30% under the forecast. \$20.00 per line or trunk for the amount ordered between 31% and 40% under the forecast. \$35.00 per line or trunk for the amount ordered between 41% or more under the forecast. When volumes for products exceed the forecast by 20%, all remedies associated with preordering, ordering, provisioning and maintenance will not apply.
Recorded Usage Data (AKA Usage Data Transfer as described in Section A.5)	Each instance delivery of Recorded Usage Data exceeds parity as defined.	Annual interest rate of 8% compounded daily will be applied on net revenues for 50% of all messages delayed to ACLA beyond the then prevailing performance standard and until Recorded Usage Data is delivered, or sixty days from when message(s) was recorded, whichever comes first. Said interest shall be applied on net revenues for 100% of all messages for which ACLA demonstrates actual delayed billing occurred as a result of late receipt of Recorded Usage Data. Pacific will absorb all costs and not charge ACLA for any Recorded Usage Data not delivered to ACLA within sixty days from when the data was recorded by Pacific. Conditions that will be exempt from the above Credit

Functional Activity	Threshold	Liquidated Damage
		application will be identified during the benchmark audit and analysis.

APPENDIX ANCILLARY EQUIPMENT

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APPENDIX ANCILLARY EQUIPMENT**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Ancillary Equipment provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) 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, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.4 The prices at which **PACIFIC** agrees to provide CLEC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 This equipment can be ordered and used by the CLEC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the CLEC and **PACIFIC**.
- 1.6 Many of the products contained in this Appendix will be used in conjunction with **PACIFIC** provided UNEs, and must be ordered accordingly.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The CLEC is solely responsible for all services provided to the CLEC's End User customers over the items used by the CLEC in this Appendix.
- 2.2 **PACIFIC** is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the CLEC. **PACIFIC** is not responsible for the proper functioning of the Telecommunication Services provided by the CLEC through the use of the ancillary equipment.
- 2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.
- 2.4 Items contained in this Appendix are only available where they are currently deployed in the **PACIFIC** network and where spare capacity exists.

- 2.5 The ancillary equipment provided by **PACIFIC** under the provisions of this Appendix shall remain the property of **PACIFIC**.
- 2.6 Where ancillary equipment is provided to CLEC and is for any reason disconnected, the individual ancillary equipment shall be made available to **PACIFIC** for future provisioning needs, unless the ancillary equipment is disconnected in error.
- 2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

3. **ANCILLARY EQUIPMENT ITEMS**

3.1 Analog Bridging

- 3.1.1 This will be for the bridging of three or more **PACIFIC** analog loop UNEs.
- 3.1.2 Bridging is available only where **PACIFIC** currently has analog bridging equipment deployed.
- 3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.
- 3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.
- 3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.
- 3.1.6 The CLEC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.

3.2 Program Audio Hubbing

- 3.2.1 **PACIFIC** will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.
- 3.2.2 Audio hubbing equipment will be made available to CLECs where the equipment is currently deployed in the **PACIFIC** network and where spare capacity and inventory exists.

3.2.3 **PACIFIC** will make audio hubbing arrangements available in a single **PACIFIC** central office or multiple **PACIFIC** central offices.

3.2.4 **PACIFIC** will offer the following transmission frequencies:

3.2.4.1 0.0 – 3.5 Khz

3.2.4.2 0.0 – 5.0 Khz

3.2.4.3 0.0 – 8.0 Khz

3.2.5 The CLEC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.

3.3 Digital Cross Connect (DCS)

3.3.1 **PACIFIC** will make available to CLECs connectivity to the DCS where available.

3.3.2 This connectivity to the DCS is only available where **PACIFIC** has the technology deployed and spare capacity exists.

3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.

3.4 Custom Network Reconfiguration

3.4.1 **PACIFIC** will make termination of Unbundled Transport and DS1 capable loop to existing DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.

3.4.2 **PACIFIC** will allow CLEC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.

3.4.3 **PACIFIC** will supply CLEC with Secure ID cards to access the Customer Access Network.

3.4.4 CLEC must provide **PACIFIC** with an administrative line for billing of the dedicated dial-up port.

3.4.5 CLEC must provide their own terminal equipment and communications software to issue the reconfiguration request.

3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.

3.5 Loops on Copper or Fiber

- 3.5.1 This offering allows the CLEC to determine whether existing facilities exist to provision the DS1 on copper as specified by the CLEC.
- 3.5.2 A facilities availability verification charge will be applicable for requests of this nature. CLEC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.
- 3.5.3 This service will only be offered where available and is intended for DS1 only.
- 3.5.4 Should **PACIFIC** upgrade it's network, **PACIFIC** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

- 3.6.1 **PACIFIC** will offer diverse routing in the same manner as outlined in **PACIFIC** Tariff 128, Section 7.2.9 (d)(5).
- 3.6.2 Diversity is available in **PACIFIC** central offices where **PACIFIC** offers the Alternate Serving Wire Center (ASWC). A complete list of these **PACIFIC** central office locations where ASWC is available as set forth in **PACIFIC** Tariff 128.
- 3.6.3 **PACIFIC** will designate the **PACIFIC** alternate wire to be used for the diverse routing.
- 3.6.4 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. **PRICING**

- 4.1 Service order charges, change order charges and disconnect charges will apply when applicable.
- 4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the "Other (Network Elements) and Miscellaneous Equipment" category listed as "Ancillary Equipment".

5. **BILLING**

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

APPENDIX PRICING

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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, 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 **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.

	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

	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	

	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 - CMLPX)	\$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

	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

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
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
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

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
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
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	\$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
2-Wire xDSL Loop								
PSD #1 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
PSD #2 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
PSD #3 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
PSD #4 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
PSD #7 - 2-Wire xDSL Loop								
Initial - manual/fax - complex	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
Initial - cesar/lex - complex	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
Initial - mechanized	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
Additional - manual/fax - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - cesar/lex - complex	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
Additional - mechanized	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$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

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
**HFPL Cross Connects - CLEC Owned Splitter								
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 - 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

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
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
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

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
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

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APPENDIX PRICING
 PACIFIC/ERNEST COMMUNICATIONS, INC.

GENERIC TERMINOLOGY		OANAD TERMINOLOGY		Monthly Recurring and/or Discount %	"@ " INDICATES TO REFER TO THE NONRECURRING 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						
NETWORK INTERFACE DEVICE (NID)						
NID Interface	NID to NID Crossconnect		NRO	@		
NID Premise Visit	NID to NID Crossconnect		NRO	@		
LOOPS		LINKS				
2-Wire Analog	Basic or Assured Link - 2 Wire		\$ 11.70	@		
4-Wire Analog	4-Wire Link		\$ 37.28	@		
4-Wire - CO Facility Interface Connection	4-Wire - CO Facility Interface Connection		\$ 15.35	@		
2-wire Digital	Basic or Assured Link - 2 Wire & ISDN Option		\$ 16.14	@		
4-wire Digital	Digital 1.544 MBPS DS-1		\$ 94.43	@		
DS3	N/A		\$ 1,837.18	@		
ISDN option (in addition to regular 2-wire loop charges)	ISDN Option		\$ 4.44	@		
DSL Capable Loops:					NRC Initial	NRC Additional
2-Wire Digital Loop ISDN/IDSL						
PSD #1 - 2-Wire Digital Loop ISDN/IDSL	NA		See 2 Wire Digital above	@	@	
2-Wire xDSL Loop						
PSD #1 - 2-Wire xDSL Loop	NA		\$ 11.70	@	@	
PSD #2 - 2-Wire xDSL Loop	NA		\$ 11.70	@	@	
PSD #3 - 2-Wire xDSL Loop	NA		\$ 11.70	@	@	
PSD #4 - 2-Wire xDSL Loop	NA		\$ 11.70	@	@	
PSD #5 - 2-Wire xDSL Loop	NA		\$ 11.70	@	@	
PSD #7 - 2-Wire xDSL Loop	NA		\$ 11.70	@	@	
4-Wire xDSL Loop						
PSD #3 - 4-Wire xDSL Loop	NA		\$ 37.28	@	@	
HFPL Loop	NA		* \$ 5.85	NA	NA	
Loop Qualification Process						
Loop Qualification Process - Mechanized	NA		TBD	TBD	TBD	
Loop Qualification Process - Manual	NA		NA	\$ 18.25	NA	
Loop Qualification Process - Detailed Manual	NA		TBD	TBD	TBD	
HFPL Splitter						
SBC owned splitter--line at a time	NA		* \$ 1.66	N/A	N/A	
DSL Cross Connects						
2-Wire DSL Non-Shielded Cross Connect to Collocation	NA		TBD	TBD	TBD	
4-Wire DSL Non-Shielded Cross Connect to Collocation	NA		TBD	TBD	TBD	
HFPL Cross Connect - CLEC Owned	NA		* \$ 0.88	@	@	
HFPL Cross Connect - SBC Owned	NA		* \$ 1.76	@	@	
Jack Panel	NA		\$ 1.79	N/A	N/A	
HFPL OSS Charge						
HFPL OSS Charge - per line	NA		* \$ 0.61	NA	NA	
DSL Conditioning Options						
Removal of Repeaters	NA		NA	\$ 246.31	\$ 21.17	
Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NA		NA	\$ 246.31	\$ 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	\$ 38.62	
Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	N/A		NA	\$ 177.16	\$ 38.62	
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	\$ 17.45	
Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	N/A		NA	\$ 96.09	\$ 17.45	
Removal of Bridged Taps and Load Coils	N/A		NA	\$ 132.41	\$ 64.11	
Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	N/A		NA	\$ 534.25	\$ 26.79	
Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	N/A		NA	\$ 197.66	\$ 26.79	
Removal of Load Coils	N/A		NA	\$ 780.05	\$ 29.21	
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	\$ 101.57	\$ 9.34	

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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	
DS-3 to Adjacent Location Method point of access		NA		\$ 27.65	
Switch Ports					
Analog Line Port to Adjacent Location Method point of access		NA		\$ 0.45	
ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access		NA		\$ 0.45	
ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access		NA		\$ 0.85	
Cross Connects for UNE Connection Methods					
Analog Loop to the UNE Connection Methods point of access					
2-Wire Mth 1		NA		\$ 1.57	
Mth 2		NA		\$ 1.62	
Mth 3		NA		\$ 1.68	
4-Wire Mth 1		NA		\$ 3.14	
Mth 2		NA		\$ 3.24	
Mth 3		NA		\$ 3.36	
Digital Loop to the UNE Connection Methods Point of Access					
2-Wire Mth 1		NA		\$ 1.57	
Mth 2		NA		\$ 1.62	
Mth 3		NA		\$ 1.68	
4-Wire Mth 1		NA		\$ 3.14	
Mth 2		NA		\$ 3.24	
Mth 3		NA		\$ 3.36	
Switch Ports to the UNE Connection Methods Point of Access					
Analog Line Port Mth 1		NA		\$ 1.57	
Mth 2		NA		\$ 1.62	
Mth 3		NA		\$ 1.68	
BRI Port Mth 1		NA		\$ 1.57	
Mth 2		NA		\$ 1.62	
Mth 3		NA		\$ 1.68	
PRI Port Mth 1		NA		\$ 3.14	
Mth 2		NA		\$ 3.24	
Mth 3		NA		\$ 3.36	
Unbundled Dedicated Transport to the UNE Connection Methods Point of Access					
DS1 Mth 1		NA		\$ 18.02	
Mth 2		NA		\$ 18.11	
Mth 3		NA		\$ 19.39	
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		\$ 2.88	@ 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		\$ 167.20	\$ 2,820.30 1
DS1 Trunk Port		DS-1 Port		\$ 20.99	@ 1
Port Additive					
PBX Trunk Option (Ground Start Only)		PBX Trunk Option (Ground Start Only)		\$ 2.18	NA
Basic Port/Analog Line Port Features per feature (per port)		Switch Features			
Hunting		Hunting		\$ 0.29	@
Vertical Features		Switch Features			
Call Forwarding Variable		Call Forwarding Variable		\$ 0.57	@
Busy Call Forwarding		Busy Call Forwarding		\$ 0.56	@
Delayed Call Forwarding		Delayed Call Forwarding		\$ 0.56	@
Call Waiting		Call Waiting		\$ 0.56	@
Three Way Calling		Three Way Calling		\$ 0.57	@
Call Screen		Call Screen		\$ 0.63	@
Message Waiting Indicator		Message Waiting Indicator		\$ 0.56	@
Repeat Dialing		Repeat Dialing		\$ 0.65	@

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Call Return	Call Return	\$ 0.65	@
Call Forwarding Busy/delay	Call Forwarding Busy/delay	\$ 0.56	@
Remote Call Forwarding	Remote Call Forwarding	\$ 0.93	@
Speed Calling 8	Speed Calling 8	\$ 0.56	@
Speed Calling 30	Speed Calling 30	\$ 0.56	@
Intercom	Intercom	\$ 0.62	@
Intercom Plus	Intercom Plus	\$ 0.62	@
Remote Access to Call Fwding	Remote Access to Call Fwding	\$ 0.60	@
Select Call Forward	Select Call Forward	\$ 0.60	@
Direct -Shared	Direct -Shared	\$ 0.56	@
Direct -Unshared	Direct -Unshared	\$ 0.56	@
Call Trace	Call Trace	\$ 0.57	@
Speed Call 6	Speed Call 6	\$ 0.56	@
Call Restriction	Call Restriction	\$ 0.88	@
Distinctive Ringing	Distinctive Ringing	\$ 0.56	@
Directed Call Pickup	Directed Call Pickup	\$ 0.57	@
WATS Access per Port	WATS Access per Port	\$ 0.56	@
WATS Access per Group	WATS Access per Group	\$ 1.73	@
Caller ID	Caller ID	\$ 0.73	@
Caller ID Blocking	Caller ID Blocking	\$ 0.58	@
Caller Hold	Caller Hold	\$ 0.56	@
DNCF	DNCF	\$ 0.96	@
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	\$ 136.20	@
Conferencing - Station Controlled - Small	NA	\$ 0.33	@
Directed Call Pick-up - Group - Barge-In	NA	\$ 0.29	@
Directed Call Pick-up - Group - Non-Barge-In	NA	\$ 0.28	@
Distinctive Ringing and Call Waiting Tone	NA	\$ 0.29	@
Message Waiting Indicator - Stutter DT	NA	\$ 0.29	@
Remote Access to Call Forwarding	NA	\$ 0.33	@
Call Transfer - DID to DOD	NA	\$ 0.29	@
Speed Calling - Individual (6 or 8)	NA	\$ 0.28	@
Speed Calling - Individual (30)	NA	\$ 0.28	@
Speed Calling - Group (30)	NA	\$ 0.28	@
DID Number Block	Custom Call Feature	\$ 1.00	@
Local Switching			
Interoffice -Originating		Switch Usage	
setup per completed message	Interoffice -Originating		USAGE
MOU	Setup per Attempt	\$ 0.005940	
	Holding term per MOU	\$ 0.001840	
Interoffice - Terminating		Interoffice - Terminating	
setup per completed message	Setup per Call	\$ 0.007000	
MOU	Holding term per MOU	\$ 0.001870	
Intraoffice		Intraoffice	
setup per completed message	setup per completed message	\$ 0.013990	
MOU	Holding term per MOU	\$ 0.003620	
Tandem Switching			
Tandem Switching - Shared transport		USAGE	
Setup per Call	Setup per attempt	\$ 0.0007500	
Setup per Completed Message	Setup per Completed Message	\$ 0.0011300	
MOU	Holding term per MOU	\$ 0.0006700	
TRUNK PORT TERMINATION			
TRUNK PORT TERMINATION			
End Office Dedicated DS-1 Port	End Office Termination	\$ 20.99	@
Tandem Dedicated DS1-Port	Tandem Termination	\$ 142.82	@
Interoffice Transport			
Dedicated Transport			
DS-1			
Dedicated Transport DS-1			
Fixed Mileage	Fixed Mileage	\$ 32.32	@
Variable Mileage	Variable Mileage per Mile	\$ 1.84	@
DS-3			
Dedicated Transport DS-3			
Fixed Mileage	Fixed Mileage	\$ 372.70	@
Variable Mileage	Variable Mileage per Mile	\$ 35.72	@

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OC3					
Fixed Mileage		Fixed Mileage		\$ 925.74	@
Variable Average		Variable Mileage per Mile		\$ 95.03	@
OC12					
Fixed Mileage		Fixed Mileage		\$ 2,673.92	@
Variable Mileage		Variable Mileage per Mile		\$ 366.41	@
Entrance Facilities		Entrance Facilities			
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	@
Shared Transport		Switched Transport - Shared		USAGE	
Fixed Mileage		Fixed Mileage per MOU		\$ 0.0012590	
Variable Mileage		Variable Mileage per MOU per Mile		\$ 0.0000210	
With Option C LSNE		N/A		ICB	
Switched Transport - Shared Overflow		Switched Transport - Shared Overflow			
Fixed Mileage		Fixed Mileage per MOU		\$ 0.011360	
Variable Mileage		Variable Mileage per MOU per Mile		\$ 0.000021	
Switched Transport - Common		Switched Transport - Common			
Fixed Mileage		Fixed Mileage per MOU		\$ 0.001330	
Variable Mileage		Variable Mileage per MOU per Mile		\$ 0.000021	
MULTIPLEXING					
DS-1/DS-0 MUX		DS0/DS1		\$ 255.58	@
DS-3/DS-1 MUX		DS1/DS3		\$ 287.88	@
OC-3 to 84 DS1s (Groups of 28) Statewide Average		OC-3 to 84 DS1s (Groups of 28) Statewide Average		\$ 839.94	@
OC-3 to 1-3 DS3 Statewide Average		OC-3 to 1-3 DS3 Statewide Average		\$ 658.70	@
OC-3 to 1-3 EC-1 Statewide Average		OC-3 to 1-3 EC-1 Statewide Average		\$ 735.65	@
OC-12 to 1-12 DS3 Statewide Average		OC-12 to 1-12 DS3 Statewide Average		\$ 1,177.79	@
OC-12 to 1-12 EC1/STS-1 Statewide Average		OC-12 to 1-12 EC1/STS-1 Statewide Average		\$ 1,284.61	@
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				USAGE	
Toll Free Database Query		800 Database - per Query		\$ 0.00219	
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		\$ 0.002632	
OLNS Query (Includes SMS)		N/A		\$ 0.012000	
CNAM Query (Includes SMS)		N/A		\$ 0.008000	
Query Transport (Validation and OLNS)		N/A		\$ 0.000034	
CROSS CONNECTS TO COLLOCATION					
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			

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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		
DS-3		N/A		\$ 45.80		
Jack Panel		N/A		\$ 25.88		
Repeater		N/A		\$ 101.36		
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						
OTHER						
					NRC Initial	NRC Additional
Directory Assistance						
Directory Assistance Rate Per Call				\$ 0.39494		
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Express Call Completion						
Rate per call				\$ 0.14516		
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	\$ 447.96	
DA Services rate/ reference information						
Rate per initial load				N/A		
Rate per subsequent rate change				N/A		
Rate per subsequent reference change				N/A		
Operator Services						
Fully Automated Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Rate per completed automated call				\$ 0.09381		
Operator - Assisted Call Processing						
Call Completion LATA Wide - Per MOU				\$ 0.00436		
Operator Assisted Call Processing (Per work second)				\$ 0.02952		
Call Branding						
Establish/Change Branding Announcement (Per TOPS - Switch)				NA	\$ 447.96	
Operator Services rate/reference information						
Rate per initial load				N/A		
Rate per subsequent rate change				N/A		
Rate per subsequent reference change				N/A		
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 7.2.8 (B)(d))

TBD- To be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA- Not Applicable

PACIFIC BELL TELEPHONE COMPANY
 Rates
 April 12, 2000
Monthly Recurring

APPENDIX PRICING
 PACIFIC/ERNEST COMMUNICATIONS, INC.

		Monthly	
		Recurring	"@" INDICATES TO REFER
GENERIC TERMINOLOGY		and/or	TO THE NONRECURRING
		Discount %	PRICE SHEET FOR RATES
DS3 to DS1			See Tariff (CPUC 175-T Section 7.2.8 (B)(d))

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL TELEPHONE COMPANY
 Rates
 April 12, 2000
Monthly Recurring

APPENDIX PRICING
 PACIFIC/ERNEST COMMUNICATIONS, INC.

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly		
		Recurring	"@ " INDICATES TO REFER	
		and/or	TO THE NONRECURRING	
		Discount %	PRICE SHEET FOR RATES	
Network Reconfiguration Service (Also known as CNR)				
DCS Port Charge				
DS1			See Tariff (CPUC 175-T Section 7.2.8 (B)(d))	
DS3			See Tariff (CPUC 175-T Section 7.2.8 (B)(d))	
DCS Establishment Charge			See Tariff (CPUC 175-T Section 7.2.8 (B)(d))	
Database Modification Charge			See Tariff (CPUC 175-T Section 7.2.8 (B)(d))	
Reconfiguration Charge			See Tariff (CPUC 175-T Section 7.2.8 (B)(d))	
Diverse Routing				
DS1 per point of termination		\$140.00	\$0.00	
DS3 per point of termination				
(With Terminal Equip.)		\$1,000.00	\$0.00	
DS3 per point of termination				
(W/O Terminal Equip.)		\$750.00	\$0.00	
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	
CLEC Message Exchange Billing Charge (per message)		\$ 0.05	NA	
Pacific Settlement Charge (per message)		\$ 0.016	NA	
LNP Surcharge		\$ 0.34	NA	
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%	
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%	
Express Call Completion		17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)		17%	17%	
Dedicated Access Line		17%	17%	
Custom 8 Digital Data		17%	17%	

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL TELEPHONE COMPANY
 Rates
 April 12, 2000
 Monthly Recurring

APPENDIX PRICING
 PACIFIC/ERNEST COMMUNICATIONS, INC.

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly	"@" INDICATES TO REFER	
		Recurring and/or Discount %	TO THE NONRECURRING PRICE SHEET FOR RATES	
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%	
CVN Service		17%	17%	
TRUNKS				
Flat Rate Trunk		17%	17%	
Trunk Line Service		17%	17%	
OTHER (Resale)				
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)				
<u>On products below, for discount, if any please see applicable tariff</u>				
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				

**California
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion				
Statewide	*	\$9.69	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Line Sharing Promotion (ADSL Loops)				
ADSL				
Statewide	*	\$5.85	NA	NA
Service Order Promotion - Manual		NA	NA	NA
Service Order Promotion - Semi-Mechanized		NA	NA	NA
Service Order Promotion - Electronic	*	NA	\$18.17	\$15.23
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%

**California
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
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.				

*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).

APPENDIX ROW

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APPENDIX ROW

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Pole.
- 1.2 Pacific Bell Telephone Company (**PACIFIC**) is an ILEC doing business in California.

2. DEFINITIONS

2.1 Pole

- 2.1.1 The term “pole” refers only to poles (and associated anchors) which are owned or controlled by **PACIFIC** and does not include cables and other telecommunications equipment attached to a pole.

2.2 Conduit

- 2.2.1 Conduits are tubes or structures containing one or more ducts and/or innerducts and used to enclose cables, wires, and associated transmission equipment. 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 **PACIFIC** structures (such as huts and cabinets) which branch off from or are connected to **PACIFIC**'S conduit.

2.3 Right of Way

- 2.3.1 A Right of Way is the right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

3. GENERAL REQUIREMENTS

- 3.1 **PACIFIC** shall make its Poles, Ducts, Conduit and Rights of Way (Collectively ROW) available to CLEC through Agreements consistent with applicable regulations of the Commission and this Appendix ROW.
- 3.2 **PACIFIC** shall provide CLEC with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW that **PACIFIC** owns or controls.
- 3.3 Upon request, **PACIFIC** shall provide CLEC reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to conduit, manholes, equipment rooms and telephone closets) that are owned or controlled by **PACIFIC**, provided the security of **PACIFIC**'s facilities is maintained at all times. For some locations, CLEC personnel must be escorted, and the Parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.
- 3.4 **PACIFIC** may not favor itself in granting access to ROW. **PACIFIC** shall not deny a request from CLEC for access to ROW on the basis that such space is reserved for **PACIFIC**'s future business needs, except as provided in Sections 3.5 and 3.6.
- 3.5 **PACIFIC** may reserve capacity for projects for which plans are in place for actual utilization or construction to begin within nine months of CLEC's request for access. If substantial construction activity is not commenced within such nine month period, **PACIFIC** must grant access to CLEC, unless the delay is attributable to severely inclement weather or the delay of a governmental agency in issuing a need permit. In the event of such delay, **PACIFIC** shall have an additional period of nine months to complete construction.
- 3.6 The duties of **PACIFIC** described in Sections 3.5 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c)(3) of the Act.
- 3.7 **PACIFIC** may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes, for the benefit of all users of the conduit. No Party shall use the maintenance innerduct (or the maintenance duct in the case of conduit housing copper cables) except for maintenance purposes.

- 3.8 In cases where **PACIFIC** reasonably believes that there is insufficient capacity to grant a request from CLEC for access to ROW, **PACIFIC** must take all reasonable steps to accommodate CLEC's request and explore potential accommodations in good faith with CLEC.
- 3.9 In the event of an emergency affecting ROW made available by **PACIFIC** to CLEC, **PACIFIC** shall follow the mutually agreed upon Emergency Restoration Procedures attached to this Appendix ROW as Exhibit A.
- 3.10 Upon request of CLEC, **PACIFIC** shall provide to CLEC the names and numbers of the regional Single Points of Contact (SPOC) for administering all structure licensing and ROW Appendix within each defined geographical area.
- 3.11 To obtain access to **PACIFIC**'s poles and conduits as described below, CLEC must execute a separate Structure License Agreement with **PACIFIC**.

4. REQUESTS FOR SPACE

- 4.1 Upon being presented with a CLEC's written request for access to **PACIFIC**'S conduits or poles, **PACIFIC** will accept or reject CLEC's request in writing as soon as possible, but within forty-five (45) days, unless **PACIFIC** cannot accept or reject within forty-five (45) days due to the complexity of the request. In such cases, the Parties will mutually agree upon an appropriate extension of time.
- 4.2 If **PACIFIC** denies an application by CLEC for conduit or pole space, its denial must be specific, and include all relevant evidence or information supporting the denial.

5. REQUESTS FOR DRAWINGS

- 5.1 At CLEC's request, **PACIFIC** shall provide CLEC with detailed engineering records and drawings of conduit, poles and other ROW paths in selected areas as specified by CLEC within a reasonable time frame.
- 5.2 **PACIFIC** shall allow personnel designated by CLEC to examine conduit system or pole line diagrams at **PACIFIC**'s offices, provided that, for security reasons, a non-disclosure Agreement is signed and CLEC's representative is limited to a specific area within the **PACIFIC** office or **PACIFIC** will make copies of such documents for CLEC at CLEC's expense, or a mutually agreed upon third Party will be permitted to examine the diagrams.

6. REQUESTS FOR INFORMATION

- 6.1 CLEC may submit a written request for information to **PACIFIC** before submitting a request for conduit or pole space in a specified location.
- 6.2 **PACIFIC** shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of CLEC's written request for a records based answer and twenty (20) business days of CLEC's request for a field based answer. In the event CLEC's written request seeks information about the availability of more than five (5) miles of conduit or more than 500 poles, **PACIFIC** shall: (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if **PACIFIC** is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory long time period for **PACIFIC**'s response, **PACIFIC** will hire outside contractors at CLEC's expense, not to exceed **PACIFIC**'s customary charge for the same work, provided that before proceeding with such outside hiring, **PACIFIC** shall provide to CLEC the contractor's work order and hourly rate.
- 6.3 CLEC shall have the option to be present at the field based survey and **PACIFIC** shall provide CLEC at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, **PACIFIC** shall allow CLEC personnel, accompanied by a **PACIFIC** escort, to enter manholes and view pole structures.

7. MAKE READY WORK

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

8. POLE ATTACHMENTS

- 8.1 Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.
- 8.2 **PACIFIC** shall not attach, or permit other entities to attach, facilities on existing CLEC facilities without CLEC's prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable.
- 8.3 CLEC may, at its option, make pole attachments using CLEC or CLEC-designated personnel. CLEC shall follow the methods and procedures for making pole attachments set forth in California Public Utilities Commission General Order No. 95 and any additional standards provided to CLEC by **PACIFIC**.

9. CONDUITS

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

10. INNERDUCTS

- 10.1 PACIFIC will permit CLEC, on a first-come, first-served basis, to license the use of innerducts in ducts in which PACIFIC already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by CLEC becomes defective, CLEC may use the spare maintenance innerduct as long as CLEC repairs the defective innerduct for use as a new maintenance spare as soon as possible.
- 10.2 Where spare inner duct does not exist, PACIFIC shall allow CLEC to install inner duct in a spare PACIFIC conduit, provided that CLEC complies with applicable law and PACIFIC's construction standards.

11. ACCESS TO PRIVATE EASEMENTS

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

12. DISPUTE RESOLUTION

- 12.1 If the parties are unable to agree on a matter involving access by CLEC to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by PACIFIC, either Party may submit the matter to the dispute resolution process set forth in the General Terms and Conditions of this Agreement or may invoke applicable dispute resolution

procedures described in the Act and the FCC's *First Interconnection Order*, sections 1217 through 1231.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

EXHIBIT A

EMERGENCY RESTORAL PROCEDURES

1. GENERAL

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

2. PRIORITIZING

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

2.2 Service Disruptions/Outages

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

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

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

2.3 Service Affecting

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

- 2.3.2 Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).
- 2.3.3 Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

3. POINT OF CONTACT

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

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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, 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, AM-IN means the applicable above listed ILEC doing business in Indiana.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-IN 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-IN 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-IN and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-IN 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:

Exchange Area Total Access Lines:

Rate Group:

1	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
2	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
3	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1

For Unbundled Interoffice Transmission Facilities:

Rate Zone: Total Access Lines:

Zone 1	See: FCC #2, Section 7,m Subsection 7.7
Zone 2	See: FCC #2, Section 7,m Subsection 7.7
Zone 3	See: FCC #2, Section 7,m Subsection 7.7

- 1.8 For modifications of AM-IN'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 all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 2.3 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-IN 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-IN 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-IN network, without any changes to AM-IN'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-IN 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-Interim Shared Transport (ULS-IST).

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-IN 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-IN will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

- 4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).
- 4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by AM-IN.

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.

TBD -To be determined
 NRO -Nonrecurring only
 ICB -Individual Case Basis
 NA -Not Applicable

AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 April 12, 2000

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING		Initial	
		Monthly			
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
	2-Wire Analog - Rural (Rate Class 1)	\$	8.99	See NRC prices below	
	2-Wire Analog - Suburban (Rate Class 2)	\$	8.15	See NRC prices below	
	2-Wire Analog - Metro (Rate Class 1)	\$	8.03	See NRC prices below	
	Conditioning for dB Loss				
	4-Wire Analog - Rural (Rate Class 1)	\$	20.34	See NRC prices below	
	4-Wire Analog - Suburban (Rate Class 2)	\$	19.53	See NRC prices below	
	4-Wire Analog - Metro (Rate Class 3)	\$	19.55	See NRC prices below	
	2-Wire Digital - Rural (Rate Class 1)	\$	10.32	See NRC prices below	
	2-Wire Digital - Suburban (Rate Class 2)	\$	9.86	See NRC prices below	
	2-Wire Digital - Metro (Rate Class 3)	\$	9.87	See NRC prices below	
	4-Wire Digital - Rural (Rate Class 1)	\$	51.07	See NRC prices below	
	4-Wire Digital - Suburban (Rate Class 2)	\$	38.48	See NRC prices below	
	4-Wire Digital - Metro (Rate Class 3)	\$	38.48	See NRC prices below	
	DS3 Loop - Rural (Rate Class 1)	\$	623.41	See NRC prices below	
	DS3 Loop - Suburban (Rate Class 2)	\$	620.27	See NRC prices below	
	DS3 Loop - Metro (Rate Class 3)	\$	545.55	See NRC prices below	
<u>DSL Capable Loops</u>					
2-Wire Digital Loop ISDN/IDSL					
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 1- Rural	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 2- Suburban	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 3- Metro	See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural		TBD	TBD	N/A
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban		TBD	TBD	N/A
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro		TBD	TBD	N/A
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural		TBD	TBD	N/A
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban		TBD	TBD	N/A
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro		TBD	TBD	N/A
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural		TBD	TBD	N/A
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban		TBD	TBD	N/A
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro		TBD	TBD	N/A
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural		TBD	TBD	N/A
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban		TBD	TBD	N/A
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro		TBD	TBD	N/A
4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	\$	20.34	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	\$	19.53	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	\$	19.55	See NRC prices below	
HFPL Loop					
*	HFPL Loop - Rate Class 1- Rural	\$	4.50	N/A	N/A
*	HFPL Loop - Rate Class 2- Suburban	\$	4.08	N/A	N/A
*	HFPL Loop - Rate Class 3- Metro	\$	4.02	N/A	N/A

TBD -To be determined
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AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 April 12, 2000

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

		AIT Generic Rates		
INDIANA		AIT RECURRING		AIT NON-REC.
		Monthly		Initial
Loop Qualification Process				
	Loop Qualification Process - Mechanized	N/A		ICB N/A
	Loop Qualification Process - Detailed Manual	N/A		ICB N/A
HFPL Splitter				
*	SBC owned splitter--line at a time	TBD		N/A N/A
DSL Conditioning Options - >12KFT and < 17.5KFT				
	Removal of Repeater Options	N/A		\$104.01 N/A
	Removal Bridged Tap Option	N/A		\$351.42 N/A
	Removal of Load Coil	N/A		\$372.45 N/A
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KF				
	Removal of Repeater Options	N/A		\$127.66 N/A
	Removal Bridged Tap Option	N/A		\$296.67 N/A
	Removal of Load Coil	N/A		\$486.80 N/A
Loop Non-Recurring Charges (Excluding DS3)				
	Bus Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 14.57 N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 14.57 N/A
	Bus Line Connection	N/A		\$ 29.33 N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 14.57 N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 14.57 N/A
	Res Line Connection	N/A		\$ 29.33 N/A
*	HFPL Service Order Charge	N/A		\$14.57 N/A
DS3 Loop Non-Recurring Charges				
	Administrative	N/A		\$ 169.41 N/A
	Design & Central Office	N/A		\$ 525.79 N/A
	Customer Connection	N/A		\$ 187.37 N/A
DSL Cross Connects				
*	HFPL Cross Connect - CLEC Owned	\$ 0.40		\$ 108.53 N/A
*	HFPL Cross Connect - SBC Owned	TBD		TBD N/A
HFPL OSS Charge				
*	HFPL OSS Charge - per line	\$ 0.61		N/A N/A
Loop Cross Connects				
	DS3 C.O. Cross-Connect to Collocation	\$ 19.14		N/A N/A
Local Switching				
		USAGE		
	Per Originating MOU (statewide)	\$ 0.003444		NA NA
	Customized Routing, per Line Class Code, per switch	NA		\$ 186.07
Port Charge Per Month				
	Analog Line Port	\$ 5.34		\$ 44.01 N/A
	Ground Start Port	\$ 5.77		\$ 44.01 N/A
	Analog DID Trunk Port	\$ 10.69		\$ 44.01 N/A
	ISDN BRI Port	\$ 27.54		\$ 44.01 N/A
	ISDN PRI Port	\$ 122.03		\$ 662.01 N/A
	Digital Trunking Trunk Port	\$ 86.13		\$ 662.01 N/A
	DS1 Trunk Port	\$ 77.39		\$ 662.01 N/A
	Centrex Basic Line Port	\$ 9.61		\$ 44.01 N/A
	Centrex ISDN BRI Port	\$ 45.03		\$ 44.01 N/A
	Centrex EKL Line Port	\$ 28.09		\$ 44.01 N/A
	Centrex Attendant Console Line Port	\$ 88.62		\$ 88.00 N/A

TBD -To be determined
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 NA -Not Applicable

AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 April 12, 2000

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA		AIT Generic Rates	
		AIT RECURRING	AIT NON-REC.
		Monthly	Initial
Port Non-Recurring Charges			
	Service Order - Line Port, per occasion	NA	\$ 14.14 N/A
	Service Order - Trunk Port, per occasion	NA	\$ 324.65 N/A
	Service Order - Record Order, per occasion	NA	\$ 12.55 N/A
	Conversion from one port type to another, per each port changed	NA	\$ 39.98 N/A
Cross Connects			
	2-Wire	\$ 0.21	NA NA
	4-Wire	\$ 0.42	NA NA
	6-Wire	\$ 0.63	NA NA
	8-Wire	\$ 0.84	NA NA
	DS1	\$ 6.89	NA NA
	DS3	\$ 1.10	NA NA
	OC3	See FCC#2 Sec 7.5.10(A)(4)(c)	NA NA
	OC12	See FCC#2 Sec 7.5.10(B)(4)(c)	NA NA
	OC48	See FCC#2 Sec 7.5.10(C)(4)(c)	NA NA
	LT1	\$ 6.89	NA NA
	LT3	\$ 1.10	NA NA
Tandem Switching			
	per minute of use (without Tandem Trunks)	\$ 0.000307	NA NA
Interim Shared Transport			
		USAGE	
	Per Originating Minute of Use (statewide)	\$ 0.003795	
	Access Credit per ULS-IST port per month	\$ 1.21	
Dedicated Transport			
Entrance Facility:			
DS1	Zone 1	\$ 38.48	NA NA
	Zone 2	\$ 38.48	NA NA
	Zone 3	\$ 51.07	NA NA
DS3	Zone 1	\$ 506.05	NA NA
	Zone 2	\$ 506.05	NA NA
	Zone 3	\$ 665.80	NA NA
OC3	All Zones	\$ 227.86	NA NA
OC12	All Zones	\$ 376.90	NA NA
OC48	All Zones	\$ 1,618.11	NA NA
Interoffice Transport:			
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 11.10	NA NA
	Interoffice Mileage - Per Mile - All Zones	\$ 1.65	NA NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 106.79	NA NA
	Interoffice Mileage - Per Mile - All Zones	\$ 28.62	NA NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 253.39	NA NA
	Interoffice Mileage - Per Mile - All Zones	\$ 185.74	NA NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 430.24	NA NA
	Interoffice Mileage - Per Mile - All Zones	\$ 335.19	NA NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 956.83	NA NA
	Interoffice Mileage - Per Mile - All Zones	\$ 284.15	NA NA
Multiplexing			
	DS1 to Voice Grade	\$ 197.61	NA NA
	DS3 to DS1	\$ 260.24	NA NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 410.09	NA NA
	Add/Drop Function		
	- Per DS3 Add or Drop	\$ 88.52	NA NA
	- Per DS1 Add or Drop	\$ 27.34	NA NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 460.47	NA NA
	Add/Drop Function		
	- Per OC3 Add or Drop	\$ 123.31	NA NA
	- Per DS3 Add or Drop	\$ 26.74	NA NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 517.05	NA NA
	Add/Drop Function		
	- Per OC12 Add or Drop	\$ 242.27	NA NA
	- Per OC3 Add or Drop	\$ 111.96	NA NA
	- Per DS3 Add or Drop	\$ 38.32	NA NA

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AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 April 12, 2000

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING		Initial	
		Monthly			
Dedicated Transport Cross Connects					
DS1		\$ 0.36		NA	NA
DS3		\$ 0.66		NA	NA
OC3		\$ 64.68		NA	NA
OC12		\$ 340.96		NA	NA
OC48		\$ 752.06		NA	NA
Digital Cross-Connect System					
DCS Port Charge					
DS1		ICB		ICB	NA
DS3		ICB		ICB	NA
DCS Establishment Charge					
Database Modification Charge					
Reconfiguration Charge					
Dedicated Transport Network Reconfiguration Service (NRS)					
On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions					
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 351.64	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 35.02		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 35.02		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 35.02		NA	NA
	- (2) Per Quarter Route Mile	\$ 41.42		NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 173.21		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 173.21		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 173.21		NA	NA
	- (2) Per Quarter Route Mile	\$ 37.50		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 650.94		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 650.94		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 650.94		NA	NA
	- (2) Per Quarter Route Mile	\$ 64.37		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 322.47	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 527.99	NA
	Carrier Connection Charge - Per Order	NA		\$ 458.62	NA
DS3	Administration Charge - Per Order	NA		\$ 251.64	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 562.86	NA
	Carrier Connection Charge - Per Order	NA		\$ 305.85	NA
OC3	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
OC12	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
OC48	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
Line Information Database - LIDB					
		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)	\$ 0.000017	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
	Query Transport (Local STP Access Validation)	\$ 0.000148	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)	\$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)	\$ 0.012000	(per query)	NA	NA
	Service Order Cost	NA		\$ 25.00	NA
	Service Establishment Charge	NA		NA	NA
LIDB Data Storage & Administration					
	Manual Update	NA		\$ 2.00	(Per Update)

TBD -To be determined
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AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 April 12, 2000

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

		AIT Generic Rates			
INDIANA		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	
800 Database		USAGE			
	Toll Free Database Query (Regional STP Access)	\$ 0.001080	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000134	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001211	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000265	(per query)		
SS7					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
SS7 Links					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	\$ 288.78		\$ 617.01	N/A
SS7 Signalling		USAGE			
	Signal Switching/IAM msg	\$ 0.000155			
	Signal Transport/IAM msg	\$ 0.000085			
	Signal Formulation/IAM msg	\$ 0.000124			
	Signal Tandem Switching/IAM msg	\$ 0.000324			
	Signal Switching/TCAP msg	\$ 0.000125			
	Signal Transport/TCAP msg	\$ 0.000057			
	Signal Formulation/TCAP msg	\$ 0.000284			
	Point Code Addition	N/A		\$ 21.38	N/A
	Global Title Translation Addition	N/A		\$ 11.49	N/A
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
	Call Waiting	\$ -		NA	
	Call Forwarding Variable	\$ -		NA	
	Call Forwarding Busy Line	\$ -		NA	
	Call Forwarding Don't Answer	\$ -		NA	
	Three-Way Calling	\$ -		NA	
	Speed Calling - 8	\$ -		NA	
	Speed Calling - 30	\$ -		NA	
	Auto Callback/Auto Redial	\$ -		NA	
	Distinctive Ring/Priority Call	\$ -		NA	
	Selective Call Rejection/Call Blocker	\$ -		NA	
	Auto Recall/Call Return	\$ -		NA	
	Selective Call Forwarding	\$ -		NA	
	Calling Number Delivery	\$ -		NA	
	Calling Name Delivery	\$ -		NA	
	Calling Number/Name Blocking	\$ -		NA	
	Remote Access to Call Forwarding (RACF)	\$ -		NA	
Analog Line Port Features:					
	Personalized Ring (per arrangement per port)	\$ -		NA	
	Hunting Arrangement (per arrangement)	\$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)					
	CSV/CSD per ISDN BRI port (required/provided)	\$ -			
Basic Centrex Electronic Key Line (EKL) Features					
Basic EKL provides:					
	Bridged Call Exclusion				
	Bridging				
	Call Forwarding Don't Answer				
	Call Forwarding Interface Busy				
	Call Forwarding Variable				

TBD -To be determined
 NRO -Nonrecurring only
 ICB -Individual Case Basis
 NA -Not Applicable

AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 April 12, 2000

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA	AIT Generic Rates		AIT NON-REC.	
	AIT RECURRING		AIT NON-REC.	
	Monthly		Initial	
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKL				
CACH EKL includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	\$	0.01		NA
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		\$	407.35 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$	407.35 NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$	407.35 NA
System Subsequent Change per Serving Office - Analog only system	NA		\$	58.53 NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		\$	58.53 NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA		\$	58.53 NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only sys	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only sys	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Centrex Common Block	\$	-	\$	223.22
System Features (per Centrex Common Block):	\$	310.38		NA
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				

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AMERITECH
 TELEPHONE COMPANY
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APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

		AIT Generic Rates		
INDIANA		AIT RECURRING		AIT NON-REC.
		Monthly		Initial
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)/(CSD) per BRI port				
Standard feature initialization		\$ -		\$ 223.22
System features (per Centrex Common Block)		\$ 310.38		NA
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
Custom Access Treatment Code (TX only)				
Denied Origination (TX only)				
Denied Termination (TX only)				
Intercom Dialing (TX only)				
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
RESALE				
		RESALE DISCOUNTS		
BUSINESS		RECURRING	ON-RECURRING	
LOCAL EXCHANGE SERVICE				
Business 1 Party		21.46%	21.46%	
Business - Measured		21.46%	21.46%	
Customer Operated Pay Telephone (COPT)		21.46%	21.46%	
EXPANDED LOCAL CALLING				
Extended Area Service		21.46%	21.46%	
VERTICAL SERVICES				
Anonymous Call Rejection		21.46%	21.46%	
Repeat Dialing (Auto Redial)		21.46%	21.46%	
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		21.46%	21.46%	
Call Blocker		21.46%	21.46%	

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AMERITECH
 TELEPHONE COMPANY
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APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA	AIT Generic Rates		AIT NON-REC.	
	AIT RECURRING		Initial	
	Monthly			
Call Forwarding	21.46%	21.46%		
Call Forwarding - Busy Line	21.46%	21.46%		
Call Forwarding - Busy Line/Don't Answer	21.46%	21.46%		
Call Forwarding - Don't Answer	21.46%	21.46%		
Automatic CallBack (Call Return)	21.46%	21.46%		
Automatic CallBack-Per Use (Call Return - Usage Sensitive)	21.46%	21.46%		
Call Trace	21.46%	21.46%		
Call Waiting	21.46%	21.46%		
Caller ID WithName (Calling Name)	21.46%	21.46%		
Caller ID (Calling Number)	21.46%	21.46%		
MultiRing Service -1 (Personalized Ring -1 Dependent Number)	21.46%	21.46%		
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	21.46%	21.46%		
Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%		
Selective Call Forwarding	0.00%	0.00%		
Multi-Path Call Forwarding (Simultaneous Call Forwarding)	21.46%	21.46%		
Remote Call Forwarding-Per Feature	21.46%	21.46%		
RCF, Interstate, Interexchange	21.46%	21.46%		
RCF, Intrastate	21.46%	21.46%		
RCF, Interstate, International	21.46%	21.46%		
RCF, Intrastate, Interexchange	21.46%	21.46%		
RCF to 800	21.46%	21.46%		
RCF Additional	21.46%	21.46%		
Speed Calling 8	21.46%	21.46%		
Speed Calling 30	21.46%	21.46%		
Three Way Calling	21.46%	21.46%		
Call Screening	21.46%	21.46%		
Busy Line Transfer	21.46%	21.46%		
Alternate Answer	21.46%	21.46%		
Message Waiting - Tone	21.46%	21.46%		
Easy Call	21.46%	21.46%		
Prime Number Service	21.46%	21.46%		
AMERITECH Privacy Manager	21.46%	21.46%		
Name and Number Delivery Service	21.46%	21.46%		
DID				
DID	21.46%	21.46%		
TRUNKS				
Trunk	21.46%	21.46%		
AIN				
Area Wide Networking	21.46%	21.46%		
Ameritech Switch Alternate Routing (ANSAR)	21.46%	21.46%		
Ameritech Customer Location Alternate Routing (ACLAR)	21.46%	21.46%		
OTHER				
Grandfathered Services	0.00%	0.00%		
Promotions (Greater than 90 days)	21.46%	21.46%		
TouchTone (Business)	21.46%	21.46%		
TouchTone (Trunk)	21.46%	21.46%		
900/976 Call Blocking (900/976 Call Restriction)	0%	0%		
976 (976 Information Delivery Service)	0%	0%		
Access Services (See Access Tariff)	0%	0%		
Additional Directory Listings	21.46%	21.46%		
Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%		
Connection Services	21.46%	21.46%		
Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%		
Shared Tenant Service	0%	0%		
ISDN				
ISDN	21.46%	21.46%		
DIRECTORY ASSISTANCE SERVICES	21.46%	21.46%		
Local Operator Assistance Service	21.46%	21.46%		
TOLL				
TOLL	21.46%	21.46%		

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AMERITECH
 TELEPHONE COMPANY
 INDIANA
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APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA		AIT Generic Rates		AIT NON-REC.
		AIT RECURRING		
		Monthly		Initial
OPTIONAL TOLL CALLING PLANS				
Optional Toll Calling Plans		21.46%	21.46%	
CENTREX (PLEXAR)				
Ameritech Centrex Service ACS		21.46%	21.46%	
Ameritech Centrex Network Manager		0.00%	0.00%	
PRIVATE LINE				
Analog Private Lines		21.46%	21.46%	
Private Line Channel Services		21.46%	21.46%	
RESIDENCE				
LOCAL EXCHANGE SERVICE		RESALE DISCOUNTS		
Life Line		RECURRING	ON-RECURRING	
Residence 1 Party		0.00%	0.00%	
Residence Measured		21.46%	21.46%	
EXPANDED LOCAL CALLING				
Extended Area Service		21.46%	21.46%	
VERTICAL SERVICES				
Anonymous Call Rejection		21.46%	21.46%	
Repeat Dialing (Auto Redial)		21.46%	21.46%	
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		21.46%	21.46%	
Call Blocker		21.46%	21.46%	
Call Forwarding		21.46%	21.46%	
Call Forwarding - Busy Line		21.46%	21.46%	
Call Forwarding - Busy Line/Don't Answer		21.46%	21.46%	
Call Forwarding - Don't Answer		21.46%	21.46%	
Automatic Call-Back (Call Return)		21.46%	21.46%	
Automatic Call-Back Per Use (Call Return - Usage Sensitive)		21.46%	21.46%	
Call Trace		21.46%	21.46%	
Call Waiting		21.46%	21.46%	
Caller ID with Name (Calling Name)		21.46%	21.46%	
Caller ID (Calling Number)		21.46%	21.46%	
Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		21.46%	21.46%	
Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent numbe		21.46%	21.46%	
Remote Access to Call Forwarding (GF)		0.00%	0.00%	
RCF, Interstate, Interexchange		21.46%	21.46%	
RCF, Intrastate		21.46%	21.46%	
RCF, Interstate, International		21.46%	21.46%	
RCF, Intrastate, Interexchange		21.46%	21.46%	
RCF to 800		21.46%	21.46%	
RCF Additional		21.46%	21.46%	
Selective Call Forwarding		21.46%	21.46%	
Speed Calling 8		21.46%	21.46%	
Three Way Calling		21.46%	21.46%	
Call Screening		21.46%	21.46%	
Busy Line Transfer		21.46%	21.46%	
Alternate Answer		21.46%	21.46%	
Message Waiting - Tone		21.46%	21.46%	
Easy Call		21.46%	21.46%	
AMERITECH Privacy Manager		21.46%	21.46%	
Name and Number Delivery Service		21.46%	21.46%	
ISDN				
ISDN		21.46%	21.46%	
OTHER (Resale)				
DIRECTORY ASSISTANCE SERVICES		21.46%	21.46%	
Local Operator Assistance Service		21.46%	21.46%	

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AMERITECH
 TELEPHONE COMPANY
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APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING		Initial	
		Monthly			
OTHER					
Grandfathered Services		0.00%	0.00%		
Promotions (Greater than 90 Days)		21.46%	21.46%		
TouchTone		21.46%	21.46%		
Home Services Packages		21.46%	21.46%		
900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
976 (976 Information Delivery Service)		0%	0%		
Access Services (See Access Tariff)		0%	0%		
Additional Directory Listings		21.46%	21.46%		
Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
Connection Services		21.46%	21.46%		
Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
Shared Tenant Service		0%	0%		
TOLL					
Custom and Dedicated 800 Service (Home 800)		21.46%	21.46%		
IntraLATA MTS		21.46%	21.46%		
Toll Restriction		21.46%	21.46%		
Electronic Billing Information Data (daily usage) per message		\$0.00			
Local disconnect Report (LDR) Per WTN		\$0.00			
Line Connection Charge					
Residence				N/A	
Business				N/A	
Service Order/Service Request Charge					
Residence			\$21.21		
Business			\$30.63		
Non-Electronic (Manual) Service Order Charge					
Residence			\$9.02		
Business			\$9.02		
OTHER					
Directory Assistance					
Directory Assistance, per occurrence		\$ 0.30		NA	NA
Directory Assistance Call Completion (DACC)		\$ 0.16		NA	NA
Branding - Facility Based - Branding, per trunk group		NA		\$ 850.00	NA
Directory Assistance Listings (DAL)					
Dialing Parity Listings License (DPLL)					
Basic (for local and local toll DA service)					
- Initial Load, per listing		NA		\$ 0.033	NA
- Updates, per listing		NA		\$ 0.033	NA
- Monthly Fulfillment Cost		\$ 1,365.09		NA	NA
- Non-Recurring Costs per Customer		NA		\$ 5,378.58	NA
Expanded Use (for local, local toll, and national DA service)					
- Initial Load, per listing		NA		\$ 0.033	NA
- Updates, per listing		NA		\$ 0.0579	NA

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AMERITECH
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APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING		Initial	
		Monthly			
	- Monthly Fulfillment Cost	\$ 1,148.00		NA	NA
	- Non-Recurring Costs per Customer	NA		\$ 5,378.58	NA
Operator Services					
	Fully Automated Call Processing, per occurrence	\$ 0.15		NA	NA
	Operator Assisted Call Processing, per occurrence	\$ 0.42		NA	NA
	Branding - Facility Based				
	- Branding, per trunk group	NA		\$ 850.00	NA
	Ancillary Message Billing Compensation (Per Message)	\$ 0.03		NA	NA
	Structure Access - Poles & Ducts	Annually			
	Per Pole attachment	\$ 3.08			
	Per Foot of innerduct	\$ 0.33			
	Application fee			\$ 200.00	
RECIPROCAL COMPENSATION					
	Tandem Switching				
	per minute of use	\$ 0.000307		NA	NA
	Tandem Transport				
	Termination per Minute of Use (Statewide)	\$ 0.000102		NA	NA
	Facility per Minute, per Mile (Statewide)	\$ 0.000005		NA	NA
	Local End Office Termination				
	Per Originating or Terminating MOU (Statewide)	\$ 0.004097		NA	NA
TRANSIT SERVICE					
	Tandem Switching				
	per minute of use	\$ 0.004388		NA	
	Tandem Termination				
	per minute of use	\$ 0.000095		NA	
	Tandem Facility				
	per minute of use	\$ 0.000056		NA	
COLLOCATION					
	Order Charge/Connect Order			\$ 341.88	
	Order Charge/Disconnect Order			\$ 8.73	
	COBO per Initial bay			\$ 23,153.21	
		50%		\$ 11,576.61	
		25%		\$ 5,788.30	
	COBO ea addl bay			\$ 3,455.28	
		50%		\$ 1,727.64	
		25%		\$ 863.82	
	CO Floor Space/bay	\$ 7.23			
Applicable to Caged Physical & Shared Cage Physical Collocation Only					
	Order Charge per Connect Order			\$ 471.74	
	Order Charge/Disconnect order			\$ 8.73	
	COBO per initial 50 sqft			\$ 34,933.89	
		50%		\$ 17,466.95	
		25%		\$ 8,733.47	
	COBO ea addl 50 sqft			\$ 9,936.59	
		50%		\$ 4,968.30	
		25%		\$ 2,484.15	
	Enclosure 1st 50 sqft			\$ 2,444.20	
	enclosure ea addl 50 sqft			\$ 1,118.71	
	CO floor space/50 sqft	\$ 166.32			

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APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

INDIANA	AIT Generic Rates		AIT NON-REC.
	AIT RECURRING		
	Monthly	Initial	
Applicable to All Physical Collocation Offerings			
Cable Pulling Ca Vault to Node -1st ft			\$ 182.65
Cable pulling Ca Vault to Node -ea addl ft			\$ 0.83
Power Delivery/Power lead			\$ 1,804.42
Space Reservation			\$ 654.71
Entrance Conduit/innerduct/ft	\$ 0.08		
Passive bay Term (bay&Panel)/DS1 term	\$ 0.88		
Passive bay Term (bay&Panel)/DS3 term	\$ 11.26		
200 Conductor Block (outside node)	\$ 103.59		
Digital Timing Source/synch signal provided	\$ 20.77		
DS1 repeater	\$ 9.64		
DS3 repeater	\$ 55.96		
Security Photo ID card/card			\$ 8.62
Applicable to All Physical & Virtual Collocation Offerings			
Cable Vault Splicing - per initial			\$ 204.13
Cable Vault Splicing - per subsequent			\$ 15.16
Splice Testing - per Initial			\$ 46.82
Splice Testing - per subsequent			\$ 2.76
Cable Pulling MH to Cable Vault-1st ft			\$ 221.48
Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.10
Diverse Riser/flr traversed			\$ 599.38
Power Consumption/Fuse Amp	\$ 6.88		
Power Msmt Billing/Customer Arrgt	N/A		
Power Consumption/KWH	N/A		
Power Msmt/Customer Arrgt			N/A
Power Msmt Engrg Charge/Existing Arrgt			N/A
200 Conductor Electrical Cross Connect Block	\$ 103.59		
Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 24.66		
Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 77.25		
Optical Cross-Conn panel/OCX Panel segment	\$ 9.54		
Riser space/ft	\$ 1.44		
Applicable to Virtual Collocation Only			
Service Order			\$ 113.39
Cable Pulling-Vault to LGX Panel- 1st ft			\$ 82.65
Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.83
Proj Mgmt Fee - initial 7' bay			\$ 2,618.81
Proj Mgmt Fee - ea subs 7' bay			\$ 1,309.41
Proj Mgmt Fee - initial shelf			\$ 1,964.11
Proj Mgmt Fee - ea addl shelf			\$ 1,178.46
Proj Mgmt Fee - per rearrangement			\$ 1,571.29
Power Delivery/7' Bay			\$ 1,804.42
Thru Connect per DSX1 to DSX1	\$ 0.36		\$ 71.00
Thru Connect per OCX to OCX	\$ 2.61		\$ 7.00
7' bay (Co. provided/installed)/bay	\$ 19.08		\$ 393.71
7' bay (cust provided/installed)/bay	\$ 35.47		
Riser Space/fiber termination	\$ 2.46		
Digital Timing Source/timing ckt	\$ 4.14		
Entrance Facility/ft	\$ 0.08		
Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)			
Cable Racking/ft	\$ 1.22		
Project Mgmt Fee			\$ 872.73
Premises Report			
Premises Report			T&M
Note: T & M - Time and Materials			

**Indiana
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	Discount existing rate in underlying agreement 22%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 23.2%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 30.4%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion		*	N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

**Indiana
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual		N/A	N/A	N/A
Service Order Promotion - Electronic		N/A	N/A	N/A
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	N/A
Zone 1 - Rural		N/A	N/A	N/A
Zone 2 - Suburban		N/A	N/A	N/A
Zone 3 - Urban		N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology		N/A	N/A	N/A
Zone 1 - Rural		N/A	N/A	N/A
Zone 2 - Suburban		N/A	N/A	N/A
Zone 3 - Urban		N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

**Indiana
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology		N/A	N/A	N/A
Zone 1 - Rural		N/A	N/A	N/A
Zone 2 - Suburban		N/A	N/A	N/A
Zone 3 - Urban		N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology		N/A	N/A	N/A

**Indiana
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

**Indiana
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion		N/A	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	N/A
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	N/A
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	N/A
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	N/A
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	N/A
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	N/A
*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.				
*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).				

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

between one or more of

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

and

Ernest Communications, Inc.

The Interconnection Agreement (“the underlying Agreement”) by and between Indiana Bell Telephone Company Incorporated and Pacific Bell Telephone Company (“ILEC”) and Ernest Communications, Inc. (“CLEC”) is hereby amended as follows:

1. Section 5.2 of The General Terms and Conditions of the Agreement is amended to reflect a one-year extension and now reads as follows: The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 31, 2003 (the “**Term**”).
2. Section 1.1.84 of The General Terms and Conditions of the Agreement is replaced in its entirety with the following definition:
1.1.84 “**Mutual Compensation**” as defined in Appendix Reciprocal Compensation.
3. Section 21.1 of The General Terms and Conditions of the Agreement is replaced in its entirety with the following Intervening Law Language:
21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties

shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. The Parties further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Agreement and any Amendments to such Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, SBC-13STATE does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC-13STATE the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. The Parties further acknowledge and agree that by executing this Agreement and any Amendments to such Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph.

4. The existing Appendix Reciprocal Compensation is replaced with Appendix Reciprocal Compensation (After FCC Order No. 01-131) attached to this Amendment in its entirety.
5. The Pricing Appendix is amended to reflect the bifurcated reciprocal compensation rates associated with Appendix Reciprocal Compensation (After FCC Order No. 01-131). The amended Pricing Appendix is attached to this Amendment in its entirety.
6. All other terms of the Agreement will remain the same.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Ernest Communications, Inc.

*** Indiana Bell Telephone Company
Incorporated, Pacific Bell Telephone
Company
By SBC Telecommunications, Inc., its
authorized agent**

By: _____

By: _____

Title: _____

Title: President – Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, Indiana Bell Telephone Company Incorporated and Pacific Bell Telephone Company does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. Indiana Bell Telephone Company Incorporated and Pacific Bell Telephone Company further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Indiana Bell Telephone Company Incorporated and Pacific Bell Telephone Company does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Indiana Bell Telephone Company Incorporated and Pacific 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.

**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 terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.
- 1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.
- 1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.
- 1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.
- 1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.
- 1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier ISP and Internet-bound traffic between ILEC and CLEC 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. ILEC DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 2.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 For purposes of this Appendix, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate

structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - b. both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SBC-12STATE, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (*i.e.*, each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign

Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.

- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
- 5.3 Tandem Serving Rate Elements:
- 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
- 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
- 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and an call duration (per minute) rate.
- 5.4 End Office Serving Rate Elements:
- 5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.
- 5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

- 6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could

make the rates and rate structure in section 5. above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5. above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating 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 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. CLEC 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 -- SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC 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 CLEC traffic are outlined in Appendix Pricing.

- 9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 The CLEC shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.
- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC'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, CLEC 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 ILEC performs 800 database queries, ILEC 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 CLEC's request, SBC-13STATE will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.
- 12.9 SBC-13STATE and CLEC 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 ILEC'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 ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14. BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

- 14.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:
- 14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.
- 14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 14.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 14.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.7 MOUs will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

14.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATEs, SBC-13STATEs will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15. BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

15.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:

15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and

15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.

15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse

the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; 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 ILEC's option to invoke on a date specified by ILEC 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 ILEC 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 ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, 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 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC 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 ILEC'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 ILEC, CLEC 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 ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.
- 16.8 The parties agree to that the foregoing terms, and conditions for the exchange of ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.
- 16.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

17. ADDITIONAL TERMS AND CONDITIONS

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

TBD -To be determined
 NRO -Nonrecurring only
 ICB -Individual Case Basis
 NA -Not Applicable

AMERITECH
 TELEPHONE COMPANY
 INDIANA
 Rates
 10/30/01

APPENDIX PRICING
 AMERITECH/ERNEST COMMUNICATIONS, INC.

		AIT Generic Rates			
INDIANA		AIT RECURRING		AIT NON-REC.	
		Monthly			
<u>OTHER (Resale)</u>					
OS/DA Reseller Branding - Initial Load			\$1,800.00		
OS/DA OS/DA Reseller Branding - Per Call			\$0.025		
OS/DA Reseller Rate Reference - Initial Load			\$2,200.00		
OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load			\$1,000.00		
<u>OTHER</u>					
Directory Assistance					
Branding - Other - Initial/Subsequent Load				\$1,800.00	NA
- per call		\$	0.025		
Branding - Facility Based - Initial/Subsequent Load				\$	800.00 NA
- Branding, per trunk group		NA			
Directory Assistance - Facilities Based Rate Reference - Initial Load		NA		\$	2,200.00 NA
Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NA		\$	1,000.00 NA
Operator Services					
Branding - Other - Initial/Subsequent Load				\$	1,800.00 NA
- per call		\$	0.025		
Branding - Facility Based - Initial/Subsequent Load				\$	800.00 NA
- per call		NA			
Operator Services - Facilities Based Rate Reference - Initial Load		NA		\$	2,200.00 NA
Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NA		\$	1,000.00 NA
<u>RECIPROCAL COMPENSATION</u>					
<u>End Office Switching</u>					
Set up charge, per call		\$	0.011603		
Duration charge, per MOU		\$	0.000830		
<u>Tandem Switching</u>					
Set up charge, per call		\$	0.000400		
Duration charge, per MOU		\$	0.000194		
<u>Tandem Transport Termination, per MOU</u>		\$	0.000102		
Tandem Transport Facility per MOU, per Mile		\$	0.000005		
<u>TRANSIT SERVICE</u>					
<u>Tandem Switching</u>					
per minute of use		\$	0.004388		NA
<u>Tandem Termination</u>					
per minute of use		\$	0.000095		NA
<u>Tandem Facility</u>					
per minute of use		\$	0.000056		NA

TBD- To be Determined
 NRO - Nonrecurring only
 ICB -Individual Case Basis
 NA- Not Applicable

PACIFIC BELL TELEPHONE COMPANY /
 ERNEST COMMUNICATIONS, INC.
 CALIFORNIA
Monthly Recurring

APPENDIX PRICING
 PACIFIC

		Monthly Recurring and/or Discount %	"@ " INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
GENERIC TERMINOLOGY				
OTHER				NRC Additional
			NRC Initial	
	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	
Operator Services				
	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	
Resale				
	OS/DA Reseller Branding - Initial Load/Subsequent Load	NA	\$ 1,800.00	
	OS/DA Reseller Rate Reference - Initial Load	NA	\$ 2,200.00	
	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION				
End Office Local Termination - Interoffice - Terminating				
	Set up charge, per call	\$	0.007000	
	Duration charge, per MOU	\$	0.001870	
Tandem Switching - Shared Transport				
	Set up charge, per call	\$	0.001130	
	Duration charge, per MOU	\$	0.000670	
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	

AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
INDIANA BELL TELEPHONE COMPANY INCORPORATED
D/B/A AMERITECH INDIANA
AND
HANCOCK COMMUNICATIONS, INC.

WHEREAS, Hancock Communications, Inc. ("CLEC") filed their Sectional Adoption Letter dated, September 23, 2002, seeking to sectionally adopt the provisions of the Interconnection Agreement between Indiana Bell Telephone Company Inc. d/b/a Ameritech Indiana ("Ameritech") and Ernest Communications, Inc., with the exception of the rates, terms and conditions set forth in Appendix Reciprocal Compensation to such Agreement.

WHEREAS, Ameritech and CLEC are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement ("the Agreement");

WHEREAS, pursuant to 47 U.S.C. section 252(i) approved by the Commission on November 11, 2001 in Cause No. 40572-INT-111, this filing will become effective, absent rejection of this Adoption Letter by the Indiana Utility Regulatory Commission ("IURC") upon thirty (30) days after the posting date of this Adoption Letter to the Indiana Regulatory Commission's Website to which this Amendment is appended ("Effective Date"); and

NOW THEREFORE the Parties agree as follows:

- I. The existing Appendix Reciprocal Compensation (After FCC Order No. 01-131) is replaced with Negotiated Appendix Reciprocal Compensation (After FCC Order No. 01-131).
- II. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Ameritech reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech 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 AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- V. This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective thirty (30) days after the posting date of this amendment to the Indiana Regulatory Commission's Website.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Indiana Bell Telephone Company Inc. d/b/a Ameritech Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Hancock Communications, Inc.

**Indiana Bell Telephone Company Inc.
d/b/a Ameritech Indiana
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For* President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____

**NEGOTIATED APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") between Hancock Communications, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): Illinois Bell Telephone, 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 (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");¹ and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].²

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1.0 APPENDIX SCOPE AND TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, 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 *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

² ISP Intercarrier Compensation Order, para 82 (emphasis added).

- 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 ILEC and CLEC. 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 ILEC and CLEC 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.
- 1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.
 - 1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.

2.0 ILEC DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 SWBT-MO - As used herein, SWBT-MO means the applicable above listed ILEC doing business in Missouri.

- 2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 2.9 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3.0 CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
- (a) both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - (b) both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that 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.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In **SNET**, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5.0 LOCAL CALL TERMINATION

- 5.1 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 Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:
- 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 an call duration (per minute) rate.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC 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.

6.0 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 5.0 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 Amendment, 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 5.0 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.

7.0 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. CLEC 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.

8.0 MCA TRAFFIC -- SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9.0 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 a 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 CLEC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the

- terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 The CLEC shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.
- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10.0 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.

11.0 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.

12.0 MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 12.7 Each Party will act as the Official Recording Company for Switched Access uage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 12.8 SBC-13STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13.0 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 ILEC'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 ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14.0 BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

- 14.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:
- 14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

- 14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 14.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 14.6 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.7 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.8 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 14.9 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATEs, SBC-13STATEs will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15.0 BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
 - 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
 - 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
 - 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16.0 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.") which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including but not limited to the ILEC's option to invoke on a date specified by ILEC 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 ILEC 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 ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, 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 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC 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 ILEC'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 ILEC, CLEC 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 ILEC, CLEC, 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 rates, 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.

17.0 ADDITIONAL TERMS AND CONDITIONS

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

**AMENDMENT TO
INTERCONNECTION AGREEMENT**

by and between

**INDIANA BELL TELEPHONE COMPANY INCORPORATED
D/B/A AMERITECH INDIANA**

AND

HANCOCK COMMUNICATIONS, INC.

The Interconnection Agreement (“the Agreement”) by and between Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana (“Ameritech”) and Hancock Communications, Inc. (“CLEC”) is hereby amended as follows:

(1) Appendix Pricing – Indiana to add National Directory Assistance rate, which is attached hereto.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) 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 remedies 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, Ameritech reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech 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.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(5) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Hancock Communications, Inc.

**Indiana Bell Telephone Company Incorporated
d/b/a Ameritech Indiana
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____

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

between one or more of

Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana,
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,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

Hancock Communications, Inc.

The Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated ("SBC") and Hancock Communications, Inc. ("CLEC") ("Agreement") effective in the state of Indiana is hereby amended as follows:

- I. The General Terms and Conditions of the Agreement are hereby replaced with the revised General Terms and Conditions, which are attached hereto and incorporated herein by this reference.
- II. The Merger Conditions Appendix and associated Merger Promotion Template of the Agreement are hereby replaced with the revised Merger Conditions Appendix and associated Merger Promotion Template, which are and incorporated herein by this reference.
- III. The Pricing Schedule UNE of the Agreement is hereby replaced with the revised Pricing Schedule UNE, which is attached hereto and incorporated herein by this reference.
- IV. The UNE Combining Appendix and associated Schedule UNE Combos, which are attached hereto and incorporated herein by this reference, are hereby being added to the Agreement.
- V. 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 Inter-carrier 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, Indiana Bell Telephone Company Incorporated reserves its right to exercise its option at any time in the future to adopt on a date specified by Indiana

Bell Telephone Company Incorporated 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.

- VI. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- VII. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten days following approval by such Commission or the date this Amendment is deemed to have been approved by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Indiana Bell Telephone Company Incorporated, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Hancock Communications, Inc.

**Indiana Bell Telephone Company Incorporated
by SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____

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

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated d/b/a Ameritech
Indiana,
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,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

and

Hancock Communications, Inc.

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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**), by and between one or more of the SBC Communications Inc.-owned ILEC's Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, 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 and Southwestern Bell Telephone Company¹, and 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, Hancock Communications, Inc. ("CLEC"), (an Indiana corporation), shall apply to the state(s) of Indiana.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of 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, CLEC intends to operate where one or more of Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, 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, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, 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.

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").

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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.
- 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 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding SBC-13STATE to the client/End User community.
- 1.1.6 **"Account Owner"** means a telecommunications company, including SBC-13STATE, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 1.1.7 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an SBC-13STATE Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.7.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.7.2 x.25-based and x.75-based packet technologies, or
 - 1.1.7.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.8 **"Affiliate"** is As Defined in the Act.
- 1.1.9 **"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.
- 1.1.10 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC-owned** ILEC doing business in Illinois.
- 1.1.11 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC-owned** ILEC doing business in Indiana.
- 1.1.12 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC-owned** doing business in Michigan.
- 1.1.13 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC-owned** ILEC doing business in Ohio.

- 1.1.14 **AM-WI** - As used herein, **AM-WI** means the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.1.15 **"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.
- 1.1.16 **"As Defined in the Act"** means as specifically defined by the Act.
- 1.1.17 **"As Described in the Act"** means as described in or required by the Act.
- 1.1.18 **"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.
- 1.1.19 **"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.
- 1.1.20 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.21 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable SBC-owned ILEC does not provision new retail services and products.
- 1.1.22 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.23 **"CABS"** means the Carrier Access Billing System.
- 1.1.24 **"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.
- 1.1.25 **"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.
- 1.1.26 **"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.
- 1.1.27 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.28 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.29 **"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.
- 1.1.30 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an SBC-13STATE E911 Selective Router.

- 1.1.31 **“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.
- 1.1.32 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.32.1 **“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.
- 1.1.32.2 **“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.
- 1.1.33 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.34 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.35 **“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.
- 1.1.36 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.37 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.38 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.39 **“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:
- 1.1.39.1 **the Arkansas Public Service Commission (AR-PSC);**
- 1.1.39.2 **Public Utilities Commission of the State of California (CA-PUC);**
- 1.1.39.3 **the Connecticut Department of Public Utility Control (DPUC);**
- 1.1.39.4 **the Illinois Commerce Commission (IL-CC);**
- 1.1.39.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
- 1.1.39.6 **the Kansas Corporation Commission (KS-CC);**
- 1.1.39.7 **the Michigan Public Service Commission (MI-PSC);**
- 1.1.39.8 **the Missouri Public Service Commission (MO-PSC);**
- 1.1.39.9 **the Public Utilities Commission of Nevada (NV-PUC);**
- 1.1.39.10 **the Public Utilities Commission of Ohio (PUC-OH);**
- 1.1.39.11 **the Oklahoma Corporation Commission (OK-CC);**
- 1.1.39.12 **the Public Utility Commission of Texas (PUC-TX); and**
- 1.1.39.13 **the Public Service Commission of Wisconsin (PSC-WI)**
- 1.1.40 **“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.

- 1.1.41 **“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.
- 1.1.42 **“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.
- 1.1.43 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-13STATE and forwarded to CLEC.
- 1.1.44 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from SBC-13STATE's local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection
- 1.1.45 **“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 unpublished listings, coin telephone information and published listings.
- 1.1.46 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC-13STATE and CLECs interconnecting with its network. This reciprocal exchange of data enables SBC-13STATE and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.47 **“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:
- 1.1.47.1 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;
- 1.1.47.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
- 1.1.47.3 any Force Majeure Event.
- 1.1.48 **“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.
- 1.1.49 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.49.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.1.49.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

- 1.1.49.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.50 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.51 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.52 **“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.
- 1.1.53 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.54 **“Exchange Access”** is As Defined in the Act.
- 1.1.55 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.56 **“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.
- 1.1.57 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.58 **“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.
- 1.1.59 **“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.
- 1.1.60 **“FCC”** means the Federal Communications Commission.
- 1.1.61 **“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.
- 1.1.62 **“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.

- 1.1.63 **"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.
- 1.1.64 **"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.
- 1.1.65 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.66 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.67 **"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.
- 1.1.68 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.69 **"Interconnection"** is As Defined in the Act.
- 1.1.70 **"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.
- 1.1.71 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.72 **"InterLATA"** is As Defined in the Act.
- 1.1.73 **"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.
- 1.1.74 **"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.
- 1.1.75 **"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.
- 1.1.76 **"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.
- 1.1.77 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.78 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data,

Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

- 1.1.79 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.
- 1.1.80 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.
- 1.1.81 **"Local Access Transport Area" (LATA)** is As Defined in the Act.
- 1.1.82 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.
- 1.1.83 **"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.
- 1.1.84 **"Local Calls"**, for purposes of intercarrier compensation, is traffic where wall calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.85 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE "GR-317.
- 1.1.86 **"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-13STATE Serving Wire Center.
- 1.1.87 **"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).
- 1.1.88 **"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.
- 1.1.89 **"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.
- 1.1.90 **"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).
- 1.1.91 **"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.
- 1.1.92 **"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.

- 1.1.93 **“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.
- 1.1.94 **“Multiple Bill/Single Tariff”** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. 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.
- 1.1.95 **“Mutual Compensation”** as defined in Appendix Reciprocal Compensation.
- 1.1.96 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.97 **“Network Element”** is As Defined in the Act.
- 1.1.98 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.1.99 **“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.
- 1.1.100 **“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.
- 1.1.101 **“Number Portability”** is As Defined in the Act.
- 1.1.102 **“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.
- 1.1.103 **“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.
- 1.1.104 **“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.
- 1.1.105 **“Originating Point Code” (OPC)** means a code assigned to identify CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.106 **PACIFIC** – As used here in, **PACIFIC** means the applicable above listed ILEC doing business in California.

- 1.1.107 **"Party"** means either CLEC or the **SBC-owned ILEC**; use of the term "Party" includes each of the **SBC-owned ILEC(s)** that is a party to this Agreement. **"Parties"** means both CLEC and the **SBC-owned ILEC**; use of the term "Parties" includes each of the **SBC-owned ILEC(s)** that is a party to this Agreement.
- 1.1.108 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.
- 1.1.109 **"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.
- 1.1.110 **"Physical Collocation"** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.111 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.
- 1.1.112 **"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.
- 1.1.113 **"Port"** is the point of interface/access connection to the SBC-13STATE public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.114 **"Rate Center Area"** means the following in each applicable area:
- 1.1.114.1 SBC-AMERITECH
- 1.1.114.1.1 "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.
- 1.1.114.2 NEVADA
- 1.1.114.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
- 1.1.114.3 PACIFIC
- 1.1.114.3.1 "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.
- 1.1.114.4 SNET
- 1.1.114.4.1 "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.
- 1.1.114.5 SBC-SWBT
- 1.1.114.5.1 "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.

- 1.1.115 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.
- 1.1.116 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.117 **“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.
- 1.1.118 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.119 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.120 **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.
- 1.1.121 **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.
- 1.1.122 **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.
- 1.1.123 **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.
- 1.1.124 **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.
- 1.1.125 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.126 **“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.
- 1.1.127 **“Service Management System” (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

- 1.1.128 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.1.129 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.130 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.131 **"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.
- 1.1.132 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.133 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.1.134 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).
- 1.1.135 **"State Abbreviation"** means the following:
- 1.1.135.1 "AR" means Arkansas
 - 1.1.135.2 "CA" means California
 - 1.1.135.3 "CT" means Connecticut
 - 1.1.135.4 "IL" means Illinois
 - 1.1.135.5 "IN" means Indiana
 - 1.1.135.6 "KS" means Kansas
 - 1.1.135.7 "MI" means Michigan
 - 1.1.135.8 "MO" means Missouri
 - 1.1.135.9 "NV" means Nevada
 - 1.1.135.10 "OH" means Ohio
 - 1.1.135.11 "OK" means Oklahoma
 - 1.1.135.12 "TX" means Texas
 - 1.1.135.13 "WI" means Wisconsin
- 1.1.136 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC **owned** ILEC doing business in Arkansas.
- 1.1.137 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.138 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.139 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.140 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.
- 1.1.141 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.

- 1.1.142 **"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.
- 1.1.143 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.
- 1.1.144 **"Tape Load Facility"** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
- 1.1.145 **"Telecommunications"** is As Defined in the Act.
- 1.1.146 **"Telecommunications Carrier"** is As Defined in the Act.
- 1.1.147 **"Telecommunications Service"** is As Defined in the Act.
- 1.1.148 **"Telephone Exchange Service"** is As Defined in the Act.
- 1.1.149 **"Telephone Toll Service"** is As Defined in the Act.
- 1.1.150 **"Third Party"** means any Person other than a Party.
- 1.1.151 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
- 1.1.152 **"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).
- 1.1.153 **"Translation Type"** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB Query and/or CNAM Query. All LIDB Queries and/or CNAM Queries that use the same Translation Type are routed to the same LIDB and/or CNAM Database for a particular Line Record or, prior to number portability, for a particular NPA-NXX.
- 1.1.154 **"Trunk"** means a communication line between two switching systems.
- 1.1.155 **"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.
- 1.1.156 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.
- 1.2 **Definitions Applicable to SBC-12STATE Only**
- 1.2.1 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
- 1.2.2 **"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.

1.2.3 “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.

1.3 Definitions Applicable to SBC-7STATE Only

1.3.1 “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 Definitions Applicable to SBC-AMERITECH Only

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

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, CLEC 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.

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

2.6 Conflict in Provisions

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

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.6.3 In SNET only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with SNET, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by

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

2.10 Non-Voluntary Provisions

- 2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SBC-13STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). SBC-13STATE has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.
- 2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

- 2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.
- 2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.
- 2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings

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

2.12 Scope of Obligations

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

2.12.1.1 the specific operating area(s) or portion thereof in which SBC-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 SBC-13STATE's provision to CLEC 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, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between SBC-13STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either SBC-13STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and SBC-13STATE until the expiration of such other agreement.

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

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

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within ____ calendar days and to residential End Users within ____ calendar days.

4.2 SBC-12STATE and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such

- traffic to the other Party's network in the standard format compatible with SBC-13STATE's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
- 4.6.1 PACIFIC reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in PACIFIC's LIDB.
- 4.6.2 NEVADA does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from PACIFIC.
- 4.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
- 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 4.7.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
- 4.7.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
- 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
- 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
- 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

- 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
- 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
- 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.8 Upon CLEC signature of this Agreement, CLEC shall provide SBC-13STATE with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.9 In the event that CLEC 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**"), CLEC shall submit written notice to SBC-13STATE within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by SBC-13STATE for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable SBC-13STATE databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to SBC-13STATE to make the CLEC Change.
- 4.10 When a End User changes its service provider from SBC-13STATE to CLEC or from CLEC to SBC-13STATE and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 4.10.1 The following pertains to AM-IL, AM-WI and PACIFIC only:
- 4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.2 The following applies to AM-IN only:
- 4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(l)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their

telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

- 4.10.3 The following applies to AM-MI only:
- 4.10.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.4 The following applies to AM-OH only:
- 4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.12 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In SBC-13STATE, with the exception of AM-OH, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AM-OH, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on July 31, 2004, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on July 31, 2005 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and
- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party 's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide SBC-13STATE written confirmation if CLEC wishes to pursue a successor agreement with SBC-13STATE or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with SBC-13STATE, CLEC 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 CLEC'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 CLEC's Section 252(a)(1) request.
- 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), CLEC withdraws its Section 252(a)(1) request, CLEC 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 CLEC 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 CLEC 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 CLEC'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 CLEC 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 CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC 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 CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure

that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

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 CLEC on suspected occurrences of ABS-related fraud on CLEC 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 CLEC using the same criteria SBC-SWBT and PACIFIC use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a 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 CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 6.5 In SBC-SWBT and PACIFIC ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.5.1 In PACIFIC, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.
- 6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring
- 6.6.1 For terms and conditions for TARS, see Appendix Resale.
- 6.6.2 TARS is offered in PACIFIC only.

7. ASSURANCE OF PAYMENT

- 7.1 Upon request by SBC-13STATE, CLEC will provide SBC-13STATE with adequate assurance of payment of amounts due (or to become due) to SBC-13STATE.
- 7.2 Assurance of payment may be requested by SBC-12STATE if:

- 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC-13STATE for charges incurred as a CLEC; or
- 7.2.2 in SBC-12STATE's reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
- 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by SBC-12STATE (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or
- 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at SBC-12STATE's option, consist of
- 7.3.1 a cash security deposit in U.S. dollars held by SBC-12STATE ("Cash Deposit") or
- 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to SBC-12STATE naming the SBC owned ILEC(s) designated by SBC-12STATE as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to SBC-12STATE ("Letter of Credit").
- 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by SBC-12STATE, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC-12STATE under this Agreement.
- 7.3.3.1 Notwithstanding anything else set forth in this Agreement, SBC-SWBT will not request assurance of payment of charges reasonably anticipated by SBC-SWBT to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, SBC-SWBT may request assurance of payment of charges reasonably anticipated by SBC-SWBT to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
- 7.3.3.2 Notwithstanding anything else set forth in this Agreement, SBC-SWBT will not request assurance of payment of charges reasonably anticipated by SBC-SWBT to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 7.4 To the extent that SBC-12STATE elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest at the rate of six percent (6%) simple interest per annum. Interest will accrue on a Cash Deposit from the day after it is received by SBC-12STATE through the day immediately prior to the date the Cash Deposit is credited to CLEC's bill(s) or returned to CLEC. SBC-12STATE will not pay interest on a Letter of Credit.

- 7.6 SBC-12STATE may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 7.6.1 CLEC owes SBC-12STATE undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 7.6.3 The expiration or termination of this Agreement.
- 7.7 If SBC-12STATE draws on the Letter of Credit or Cash Deposit, upon request by SBC-12STATE, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.
- 7.8 Notwithstanding anything else set forth in this Agreement, if SBC-12STATE makes a request for assurance of payment in accordance with the terms of this Section, then SBC-12STATE shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished SBC-12STATE with the assurance of payment requested; provided, however, that SBC-12STATE will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
- 7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, SBC-12STATE may also invoke the provisions set forth in Section 9.5 through Section 9.7.
- 7.9 The fact that a Cash Deposit or Letter of Credit is requested by SBC-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 7.10 For adequate assurance of payment of amounts due (or to become due) to 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, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 8.1.1 Remittance in full of all bills rendered by SBC-AMERITECH, SBC-SWBT and PACIFIC is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
 - 8.1.2 Remittance in full of all bills rendered by 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 CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).
- 8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC-12STATE as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC-SWBT Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC-SWBT's CRIS will comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC-SWBT's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to SBC-SWBT CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-SWBT intrastate retail tariff governing Late Payment Charges to SBC-SWBT's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of SBC-SWBT's CRIS will be governed by the SBC-SWBT intrastate retail 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 will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 8.2 If any charge incurred by SBC-13STATE under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-13STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 CLEC 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. CLEC must use the CCD+ or the CTX transaction set. CLEC and SBC-12STATE will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by SBC-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC-12STATE is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

- 8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 8.3.2 CLEC must make all payments to SNET in "immediately available funds." All payments to SNET must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SNET. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and SNET will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by SNET no later than the Bill Due Date of each bill or Late Payment Charges will apply. SNET is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.4 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
- 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
- 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
- 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
- 8.4.4 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
- 8.4.4.1 The escrow account must be an interest bearing account;
- 8.4.4.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
- 8.4.4.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 8.4.4.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 8.4.4.5 disbursements from the escrow account will 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 will be subject to Late Payment Charges as set forth in Section 8.1.5.
- 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 and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.
- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.3 and Section 8.7.4 are completed within the times specified therein.
- 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from SBC-SWBT's CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to CLEC 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-13STATE will provide CLEC 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 will be provided by SBC-13STATE in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End

Users of SBC-13STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by SBC-13STATE in connection with Resale Services and Network Elements provided by SBC-13STATE. Procedures and processes for implementing the interfaces with SBC-AMERITECH, PACIFIC, NEVADA, SNET, and SBC-SWBT will be included in implementation requirements documentation.

- 8.10.2 To establish file transmission for the Daily Usage File, CLEC 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 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by SBC-13STATE through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 SBC-SWBT will bill CLEC 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 CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and 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 are subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.
- 8.10.7 CLEC is responsible for providing all billing information to each of its End Users, regardless of the method used to provision the End User's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 If a Party is furnished Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
 - 9.2.1 AM-IN will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.
 - 9.2.2 SWBT-KS will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
 - 9.2.3 SWBT-MO will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
 - 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and
 - 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-12STATE**
- 9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
 - 9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.
 - 9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:
 - 9.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 SBC-AMERITECH only

- 9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 9.6.1.2 discontinue providing any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
- 9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by AM-IN will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.
- 9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.
- 9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 SBC-7STATE only

- 9.7.1 Any demand provided by SBC-7STATE to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, SBC-7STATE will cause CLEC's End Users that are provisioned through Resale Services to be transferred to SBC-7STATE local service.
- 9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.
- 9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 9.7.2.2 disconnect any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
- 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by SWBT-KS will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.3 On the same date that Resale Services to CLEC are disconnected, SBC-7STATE will transfer CLEC's End Users provisioned through Resale Services to SBC-7STATE's local service. To the extent available at retail from SBC-7STATE, the Resale End Users transferred to SBC-7STATE's local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, SBC-7STATE reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
- 9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to SWBT-MO will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
- 9.7.3.2 SBC-7STATE will inform the Commission of the names of all Resale End Users transferred through this process.

- 9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to SBC-7STATE as specified in Section 9.7.3 will be billed to CLEC.
 - 9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. SBC-7STATE has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to SBC-7STATE local service in connection with such disconnection.
 - 9.7.4 Within five (5) calendar days following the transfer, SBC-7STATE will notify each transferred Resale End User that because of CLEC's failure to pay SBC-7STATE, the End User's local service is now being provided by SBC-7STATE. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.
 - 9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
 - 9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.
 - 9.7.6 If any Resale End User transferred to SBC-7STATE's local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, SBC-7STATE may terminate the transferred Resale End User's service.
 - 9.7.6.1 SBC-7STATE will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.
 - 9.7.6.2 Nothing in this Agreement shall be interpreted to obligate SBC-7STATE to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC-7STATE has with regard to such transferred Resale End Users under Applicable Law; provided, however,
 - 9.7.6.2.1 in PACIFIC only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, PACIFIC will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."
- 9.8 SNET only
- 9.8.1 For nonpayment and procedures for disconnection for SNET, see the applicable DPUC ordered tariff.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

- 10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12)

months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

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

10.3.1.2 Informal Dispute Resolution; and

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

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

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [SBC-AMERITECH Service Center; SBC-7STATE Local Service Center (LSC); SNET Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC 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 CLEC'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-13STATE's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided the CLEC 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-13STATE will notify CLEC 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 CLEC furnishes all requisite information and evidence under Section 10.4.1), SBC-13STATE will notify CLEC of the status of the dispute and the expected resolution date.

10.4.4 Any notice of Disputed Amounts given by SBC-13STATE to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the

amount billed, (vi) the amount in question, and (vii) the reason that SBC-13STATE disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided SBC-13STATE furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, CLEC will notify SBC-13STATE of the status of the dispute and the expected resolution date.

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

10.5 Informal Resolution of Disputes

- 10.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3 or Section 10.4.5, each Party will appoint a knowledgeable, responsible representative 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 Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

- 10.6.3 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.

- 10.6.4 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.

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in 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.

11. AUDITS – Applicable in SBC-12STATE only

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

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

calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

- 11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.
 - 11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.
 - 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
 - 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
 - 11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
 - 11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.
- 11.2 Audits - SNET only
- 11.2.1 Except as provided in Appendix Compensation, SNET shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by SNET, CLEC 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 CLEC 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 CLEC, the underpayment shall be reflected in CLEC'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 CLEC revealed by the audit for the time preceding the amount appearing on CLEC'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 CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to SNET.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

13. LIMITATION OF LIABILITY

- 13.1 Except 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 CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of

- liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.
- 13.4 Neither CLEC 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 that 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 Claim made by the Indemnifying Party's End User.
- 13.5 SBC-13STATE shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by SBC-13STATE's gross negligence or willful misconduct. SBC-13STATE does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to SBC-13STATE under this Agreement, including any errors or omissions occurring in CLEC'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-13STATE shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

- 14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying**")

- Party") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Indemnified Party**") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 14.4 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided under this Agreement involving:
- 14.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 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 Indemnifying Party's or an Indemnifying 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:
- 14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and
- 14.4.1.2.2 no infringement would have occurred without such 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 CLEC 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 CLEC'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.
- 14.5.1.1 SBC-13STATE agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as SBC-13STATE.
- 14.5.1.2 SBC-13STATE shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by SBC-13STATE.
- 14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, SBC-13STATE shall reveal to CLEC 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 CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC 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 a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SBC-13STATE.
- 14.5.2 SBC-13STATE hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC'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 CLEC's Network Elements) in SBC-13STATE's network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with 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.
- 14.5.3 SBC-13STATE does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with SBC-13STATE's network and unbundling and/or combining SBC-13STATE's Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SWBT agrees in Section 14.5.1.1 to use its best efforts to obtain.

- 14.6 CLEC 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 CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC'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 CLEC in prosecuting a claim against the person causing such damage. CLEC 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 Measures 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) calendar days after mailing in the case of first class or certified U.S. Postal Service, or
 - 17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Rex Pasko, President	Contract Administration ATTN: Notices Manager
STREET ADDRESS	2331 E. 600N	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Maxwell, IN 46154	Dallas, TX 75202-5398
FACSIMILE NUMBER	317-326-2289	214-464-2006

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

- 17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.
- 17.3 In the **SBC-13STATES**, Accessible Letter notification will be via electronic mail (“e-mail”) distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 17.4 In **SBC-13STATE**, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 17.5 In **SBC-13STATE**, CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-13STATE**. SBC may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 17.6 **SBC-SWBT only:**
- 17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
 - 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
 - 20.2.3 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
 - 20.2.4 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
 - 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
 - 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
 - 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21. INTERVENING LAW

- 21.1 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued

its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. ___ (2002). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. The Parties further acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order") which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Agreement and any Amendments to such Agreement and carrying out the rates, terms and conditions herein, SBC-13STATE does not waive any of its legal rights, and expressly reserves all of its rights, remedies and arguments, including but not limited to those related to any of the foregoing decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to SBC-13STATE's right to exercise its option at any time in the future to adopt on a date specified by SBC-13STATE the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

22. GOVERNING LAW

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

23.2 Unless otherwise agreed, if the designated Party fails to file this agreement with the appropriate State commission within sixty (60) days of both Parties signatures, then this signed agreement is null and no longer valid. In such event, the designated Party may not file this signed agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this

signed agreement following the expiration of the sixty (60) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 251/252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached. In any event, upon approval of the successor agreement by the appropriate State commission, the rates, terms and conditions of such successor agreement shall retroactively apply back to the expiration and/or effective termination date of the last State commission approved agreement between the Parties or the effective date of any interim agreement entered into between the Parties, whichever is earlier.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

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

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

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

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

24.2 Applies to SNET only

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

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

25. COMPLIANCE AND CERTIFICATION

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

26. LAW ENFORCEMENT

- 26.1 SBC-12 STATE and CLEC 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 CLEC 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 CLEC 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 CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to SBC-13STATE of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with SBC-13STATE under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.
- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by SBC-13STATE pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for SBC-13STATE to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9.
- 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 CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the

consummation of such sale, assignment or transfer, CLEC 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 CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. SUBCONTRACTING

- 30.1 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.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 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.
- 30.5 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.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

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

32. FORCE MAJEURE

- 32.1 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.

33. TAXES

- 33.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to

- such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 33.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 33.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 33.4 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.
- 33.5 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.
- 33.6 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.
- 33.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an

- exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 33.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 33 shall be sent in accordance with Section 17 hereof.

34. NON-WAIVER

- 34.1 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.

35. NETWORK MAINTENANCE AND MANAGEMENT

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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.

- 35.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of SBC-13STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

- 36.1 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 CLEC and SBC-13STATE, the rates, terms, and conditions of Appendix SS7 will apply.
- 36.2 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.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

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

38. CUSTOMER INQUIRIES

- 38.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 38.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:
- 38.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and
- 38.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.
- 38.4 CLEC acknowledges that SBC-13STATE may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

- 39.1 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.

39.2 SBC-12STATE and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in NEVADA, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in NEVADA, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

40. CONFLICT OF INTEREST

40.1 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.

41. SURVIVAL

41.1 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.

42. SCOPE OF AGREEMENT

42.1 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.

42.2 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.

43. AMENDMENTS AND MODIFICATIONS

43.1 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. SBC-12STATE and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.

43.2 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.

44. APPENDICES INCORPORATED BY REFERENCE

44.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

44.1.1 SBC-13STATE shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

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

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

44.3 DATABASE ACCESS

44.3.1 SBC13STATE shall provide to CLEC 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.

44.4 DIALING PARITY -- SECTION 251(b)(3)

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

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

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

44.5.1 SBC-13STATE shall provide to CLEC 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.

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

44.6.1 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.

44.7 OTHER SERVICES

44.7.1 911 and E911 Services

44.7.1.1 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.

44.7.1.2 The Parties agree that for "data only" providers the following rules concerning 911 requirements apply:

44.7.1.2.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech's 911 Selective Routers, and therefore SBC-13STATE shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

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

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

44.7.1.2.4 CLEC agrees to indemnify and hold SBC-13STATE harmless from the consequences of CLEC's decision to not interconnect with SBC-13STATE's 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.

44.7.2 AIN

44.7.2.1 One or more of the ILECs making up SBC-13STATE have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible, SBC-13STATE will provide CLEC with access to SBC-13STATE's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

44.7.3 Directory Assistance (DA)

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

44.7.4 Hosting

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

44.7.5 Operator Services (OS)

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

- 44.7.6 Signaling System 7 Interconnection
- 44.7.6.1 At CLEC's request, SBC-13STATE shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.
- 44.7.7 Publishing and Directory
- 44.7.7.1 SBC-13STATE will make nondiscriminatory access to Publishing and Directory service available under the terms and conditions of the applicable Appendix White Pages, which is/are attached hereto and incorporated herein by reference.
- 44.7.8 RESALE--SECTIONS 251(b)(1)
- 44.7.8.1 SBC-13STATE shall provide to CLEC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.
- 44.7.9 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO 251(c)(2)
- 44.7.9.1 SBC-13STATE shall provide to CLEC 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.
- 44.7.10 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)(D); 252(d)(1) and (2); 47 CFR § 51.305(a)(5).
- 44.7.10.1 The applicable Appendix 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.
- 44.7.11 UNBUNDLED NETWORK ELEMENTS -- SECTIONS 251(c)(3)
- 44.7.11.1 Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, SBC-13STATE will provide CLEC 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. CLEC 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.

45. AUTHORITY

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

45.3 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.

46. COUNTERPARTS

46.1 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.

47. ENTIRE AGREEMENT

47.1 SBC-12STATE

47.1.1 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 between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

47.2 SNET

47.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

48. SELECTION OF BILLING OPTIONS

48.1 This Agreement contains an Appendix A to the General Terms and Conditions wherein the CLEC will select certain options available under this Agreement.

SBC-13STATE Agreement
Signatures

Hancock Communications, Inc.

Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____

Date: _____

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

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, 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 d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.1.1 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/or Wisconsin.
- 1.2 SBC-13STATE was and/or is required to 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 the items specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.4 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

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

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

- 3.1 The promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC-SWBT and SBC-SNET. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each of the respective SBC-SWBT and SBC-SNET states. Thus, notwithstanding anything to the contrary in this Appendix or

- Agreement, with respect to SBC-SWBT and/or SBC-SNET, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act , or otherwise obtains this Appendix, the CLEC shall not be entitled to this Local Loops Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-SWBT or SBC-SNET that provided for this Local Loops Discount before the sunset date in each of the respective SBC-SWBT or SBC-SNET states; and (2) even then, only with respect to those unbundled local loops that were ordered by the Adopting CLEC during the Offering Window for this Local Loops Discount that has/had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions.
- 3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each respective SBC-SWBT or SBC-SNET state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions. Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.
- 3.3 Notwithstanding anything to the contrary in this Appendix or Agreement, SBC-13STATE is under no obligation to provide a Local Loops Discount outside the “Promotional Period” as defined in paragraph 46.c of the Merger Conditions, which provides that the Promotional Period “shall be a period of 36 months from the date a qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter.”
- 3.4 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, during the “Promotional Periods” applicable to such loop as defined in Paragraph 46 of the FCC Merger Conditions and in this Appendix, at the rates and on the terms and conditions set forth in Paragraph 46 of the FCC Merger Conditions. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 3.5 If CLEC does not qualify for the Local Loops Discount set forth in Paragraph 46 of the FCC Merger Conditions, SBC-13-STATE'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-13-STATE receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Local Loops Discount or to convert such service to an available alternative service provided by SBC-13-STATE, 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 rates, terms and conditions of the Agreement without reference to this Appendix or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within thirty (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 sixty (60) days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. PROMOTIONAL DISCOUNTS ON RESALE

- 4.1 The promotional resale discount (“Resale Discount”) 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 sunset (terminated) in each SBC-13STATE on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-13STATE that provided for such Resale

- Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with SBC-13-STATE that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.
- 4.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-13STATE that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.
- 4.3 If CLEC does not qualify for the Resale Discount, 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 the Resale Discount or to convert such service to an available alternative service provided by SBC-13STATE, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate SBC-13STATE product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions 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.

5. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

- 5.1 SBC-AMERITECH will provide 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). To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate SBC-AMERITECH state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

6. CONFLICTING CONDITIONS

- 6.1 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.

7. SUSPENSION OF CONDITIONS

- 7.1 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 provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, 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, 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.

**Indiana
Merger Conditions Pricing**

MERGER CONDITIONS PRICING	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Zone 1 - Rural		\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 2 - Suburban		\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 3 - Urban		\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	

APPENDIX UNE COMBINING

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APPENDIX UNE COMBINING

1. INTRODUCTION

- 1.1 This Appendix, UNE Combining, sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). CLEC's shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC-13STATE's network.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 The terms and conditions contained in this Appendix shall supersede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement. The CLEC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Appendix. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination involving any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any SBC-13STATE obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.
- 1.4 Other than as expressly set forth in this Appendix, or as contained in the Agreement and which is not superseded per Section 1.3 of this Appendix, SBC-13STATE has no obligation to combine UNEs, or to combine a UNE with a network element possessed by CLEC.
- 1.5 As used herein, SBC-13STATE means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 PACIFIC -As used herein, PACIFIC means the applicable above listed ILEC doing business in California.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Except upon request of CLEC, SBC-13STATE shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) SBC-13STATE is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other SBC-13STATE offering(s).
- 2.2 SBC-13STATE will not connect to or combine UNEs with any non-251(c)(3) or other SBC-13STATE offering with the exception of tariffed Collocation services.
- 2.3 UNEs may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network.

3. NEW COMBINATIONS INVOLVING UNEs

- 3.1 Subject to the provisions hereof and upon CLEC request, SBC-13STATE shall meet its combining obligations involving UNEs as and to the extent required by FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S. _____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other applicable law.

- 3.2 In the event that SBC-13STATE denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC-13STATE shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, SBC-13STATE shall initiate a proceeding before the State commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 3.1 of this Appendix.
- 3.3 In accordance with and subject to the provisions of this Section 3, including Section 3.3.2 and 3.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE shall be made available to CLEC as specified in the specific Schedule for a particular State.
- 3.3.1 A “Pre-existing Combination” shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of “Contiguous Interconnection of Network Elements.”
- 3.3.1.1 “Contiguous Interconnection of Network Elements” means the situation when CLEC orders all the SBC-13STATE UNEs required either
- (1) to convert to a combinations of UNEs an SBC-13STATE End User customer, another carrier’s pre-existing End User customer served exclusively using UNEs, or CLEC’s or another carrier’s resale End User customer; or
 - (2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance (“OS/DA”) calls from the End User customer to be served by that Pre-Existing Combination to CLEC’s OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC-13STATE, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC’s OS/DA platform from the relevant SBC-13STATE local switch, including CLEC’s payment of all applicable charges to establish that routing.)
- 3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC’s Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.
- 3.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:

- 3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC-13STATE from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.
- 3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.
- 3.3.2.3 Without affecting the application of Section 3.3.2.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 3.3.3 For a new UNE combination listed on a Schedule – UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 3.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by SBC-13STATE, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 3.3.5 Upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by SBC-13STATE in providing the new UNE combinations set forth in the Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 3.3.4. For any such work that is required to be done by SBC-13STATE under Section 3.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by SBC-13STATE, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.

- 3.4 In accordance with and subject to the provisions of this Section 3, any request not included in Section 3.3 in which CLEC wants SBC-13STATE to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (as well as requests where CLEC also wants SBC-13STATE to complete the actual combination), shall be made by CLEC in accordance with the bona fide request, special request, or equivalent process applicable under the Agreement (generically referred to in this Appendix as “BFR”).
- 3.4.1 In any such BFR, CLEC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an SBC-13STATE UNE and the network element(s) possessed by CLEC.
- 3.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by SBC13-STATE under Section 3.1. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. SBC-13STATE's preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests SBC-13STATE to perform work not required by Section 3.1, CLEC shall be charged a market-based rate for any such work.
- 3.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 3 apply only in situations where each of the following is met:
- 3.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 3.5.2 SBC-13STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 3.5.3 SBC-13STATE would not be placed at a disadvantage in operating its own network;
- 3.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC-13STATE's network; and
- 3.5.5 CLEC is
- 3.5.5.1 unable to make the combination itself; or
- 3.5.5.2 is a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 3.5.5 ceases if SBC-13STATE informs CLEC of such need to combine.
- 3.6 For purposes of Section 3.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:
- 3.6.1 at an SBC-13STATE premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 3.6.2 for PACIFIC only, within an Adjacent Location arrangement (if provided for in the Agreement).
- 3.7 Section 3.5.5 shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 3.5.5 with respect to any request for a combination involving UNEs.
- 3.8 Nothing in this Appendix or the Agreement shall impose any obligation on SBC-13STATE to provide UNEs, combinations of UNEs, or combinations of UNE(s) and CLEC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and Verizon Comm. Inc., and to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:
- 3.8.1 The UNE combination known as an “enhanced extended loop” or “EEL” (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the

same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000));

- 3.8.2 SBC-13STATE will not connect to or combine UNEs with any non-251(c)(3) or other SBC-13STATE offerings with the exception of tariffed Collocation services;
- 3.8.3 SBC-13STATE need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

4. RESERVATION OF RIGHTS

- 4.1 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 May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to such Orders, including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. 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 ("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 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. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

**SCHEDULE - UNE COMBINATIONS
(Indiana)**

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

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)
2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)
4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
4-Wire Digital Loop to 4-Wire Digital Loop (same wire center)
2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 2-Wire Analog Loop
2-Wire Digital Loop to DS1 Dedicated Transport facilities to 2-Wire Digital Loop
4-Wire Digital loop to DS1 Dedicated Transport facilities to 4-Wire Digital Loop
4-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop
4-Wire Digital Loop to OC3 Dedicated Transport facilities to 4-Wire Digital Loop
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Analog Loop to Ocn UDT
4-Wire Analog Loop to OCn UDT

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
	2-Wire Analog - Rural (Rate Class 1)	\$	8.99		See NRC prices below
	2-Wire Analog - Suburban (Rate Class 2)	\$	8.15		See NRC prices below
	2-Wire Analog - Metro (Rate Class 3)	\$	8.03		See NRC prices below
	2-Wire Ground Start - Rural (Rate Class 1)	\$	9.57		See NRC prices below
	2-Wire Ground Start - Suburban (Rate Class 2)	\$	8.90		See NRC prices below
	2-Wire Ground Start - Metro (Rate Class 3)	\$	8.84		See NRC prices below
	2-Wire Coin - Rural (Rate Class 1)	\$	9.77		See NRC prices below
	2-Wire Coin - Suburban (Rate Class 2)	\$	9.15		See NRC prices below
	2-Wire Coin - Metro (Rate Class 3)	\$	9.10		See NRC prices below
	2-Wire EKL - Rural (Rate Class 1)	\$	12.42		See NRC prices below
	2-Wire EKL - Suburban (Rate Class 2)	\$	12.56		See NRC prices below
	2-Wire EKL - Metro (Rate Class 3)	\$	12.73		See NRC prices below
	Conditioning for dB Loss				
	4-Wire Analog - Rural (Rate Class 1)	\$	20.34		See NRC prices below
	4-Wire Analog - Suburban (Rate Class 2)	\$	19.53		See NRC prices below
	4-Wire Analog - Metro (Rate Class 3)	\$	19.55		See NRC prices below
	2-Wire Digital - Rural (Rate Class 1)	\$	10.32		See NRC prices below
	2-Wire Digital - Suburban (Rate Class 2)	\$	9.86		See NRC prices below
	2-Wire Digital - Metro (Rate Class 3)	\$	9.87		See NRC prices below
	4-Wire Digital - Rural (Rate Class 1)	\$	51.07		See NRC prices below
	4-Wire Digital - Suburban (Rate Class 2)	\$	38.48		See NRC prices below
	4-Wire Digital - Metro (Rate Class 3)	\$	38.48		See NRC prices below
	DS3 Loop - Rural (Rate Class 1)	\$	623.41		See NRC prices below
	DS3 Loop - Suburban (Rate Class 2)	\$	620.27		See NRC prices below
	DS3 Loop - Metro (Rate Class 3)	\$	545.55		See NRC prices below
<u>DSL Capable Loops</u>					
<u>2-Wire xDSL Loop</u>					
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15		See NRC prices below
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15		See NRC prices below
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15		See NRC prices below
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15		See NRC prices below
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15		See NRC prices below
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural	\$	8.99		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban	\$	8.15		See NRC prices below
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro	\$	8.03		See NRC prices below
<u>4-Wire xDSL Loop</u>					
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural	\$	20.34		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban	\$	19.53		See NRC prices below
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro	\$	19.55		See NRC prices below
<u>IDSL Capable Loop</u>					
	IDSL Loop Class 1 - Rural	\$	10.32		See NRC prices below
	IDSL Loop Class 2 - Suburban	\$	9.86		See NRC prices below
	IDSL Loop Class 3 - Metro	\$	9.87		See NRC prices below
<u>HFPL</u>					
<u>HFPL Loop</u>					
*	HFPL Loop - Rate Class 1- Rural	\$	4.50	N/A	N/A
*	HFPL Loop - Rate Class 2- Suburban	\$	4.08	N/A	N/A
*	HFPL Loop - Rate Class 3- Metro	\$	4.02	N/A	N/A
<u>HFPL Cross Connects</u>					
*	HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.32	\$ 107.88	N/A
*	HFPL Cross Connect - CLEC Owned Integrated	\$	0.32	\$ 107.88	N/A
*	HFPL Cross Connect - SBC Owned	\$	0.32	\$ 107.88	N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
<u>HFPL OSS Charge</u>					
*	HFPL OSS Charge - per line	\$	0.76	N/A	N/A
<u>HFPL LST</u>					
	Line & Station Transfer(LST)		N/A	TBD	TBD
<u>Loop Qualification Process</u>					
	Loop Qualification Process - Mechanized		N/A	\$ 0.10	N/A
	Loop Qualification Process - Manual		N/A	TBD	N/A

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
xDSL Conditioning				
DSL Conditioning Options - >12KFT and < 17.5KFT				
Removal of Repeater Options	N/A		\$104.01	N/A
Removal Bridged Tap Option	N/A		\$351.42	N/A
Removal of Load Coil	N/A		\$372.45	N/A
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
Removal of Repeater Options	N/A		\$127.66	N/A
Removal Bridged Tap Option	N/A		\$296.67	N/A
Removal of Load Coil	N/A		\$486.80	N/A
Loop Non-Recurring Charges (Excluding DS3)				
Bus Service Order - Establish - Interim Rate per Second Interim Order //	N/A		\$ 14.57	N/A
Bus Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 14.57	N/A
Bus Line Connection //	N/A		\$ 29.33	N/A
Res Service Order - Establish - Interim Rate per Second Interim Order //	N/A		\$ 14.57	N/A
Res Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 14.57	N/A
Res Line Connection //	N/A		\$ 29.33	N/A
* HFPL Service Order Charge	N/A		\$14.57	N/A
DS3 Loop Non-Recurring Charges				
Administrative	N/A		\$ 169.41	N/A
Design & Central Office	N/A		\$ 525.79	N/A
Customer Connection	N/A		\$ 187.37	N/A
SUB-LOOPS				
CO to ECS sub-loop				
2 Wire Analog - Rate Group 3	\$ 4.43			See NRC prices below
2 Wire Analog - Rate Group 2	\$ 4.59			See NRC prices below
2 Wire Analog - Rate Group 1	\$ 9.53			See NRC prices below
4 Wire Analog - Rate Group 3	\$ 11.87			See NRC prices below
4 Wire Analog - Rate Group 2	\$ 12.32			See NRC prices below
4 Wire Analog - Rate Group 1	\$ 21.34			See NRC prices below
2 Wire DSL - Rate Group 3	TBD			See NRC prices below
2 Wire DSL - Rate Group 2	TBD			See NRC prices below
2 Wire DSL -Rate Group 1	TBD			See NRC prices below
4 Wire DSL - Rate Group 3	TBD			See NRC prices below
4 Wire DSL - Rate Group 2	TBD			See NRC prices below
4 Wire DSL - Rate Group 1	TBD			See NRC prices below
2 Wire ISDN Compatible - Rate Group 3	\$ 8.63			See NRC prices below
2 Wire ISDN Compatible - Rate Group 2	\$ 9.02			See NRC prices below
2 Wire ISDN Compatible - Rate Group 1	\$ 24.75			See NRC prices below
CO to RT sub-loop				
4 Wire DS1 Compatible - Rate Group 3	\$ 38.47			See NRC prices below
4 Wire DS1 Compatible - Rate Group 2	\$ 47.32			See NRC prices below
4 Wire DS1 Compatible - Rate Group 1	\$ 73.91			See NRC prices below
DS3 Compatible subloop - Rate Group 3	\$ 539.67			See NRC prices below
DS3 Compatible subloop - Rate Group 2	\$ 611.53			See NRC prices below
DS3 Compatible subloop - Rate Group 1	\$ 614.35			See NRC prices below
CO to SAI Sub-Loop				
2 Wire Analog - Rate Group 3	\$ 6.09			See NRC prices below
2 Wire Analog - Rate Group 2	\$ 5.85			See NRC prices below
2 Wire Analog - Rate Group 1	\$ 9.48			See NRC prices below
4 Wire Analog - Rate Group 3	\$ 15.17			See NRC prices below
4 Wire Analog - Rate Group 2	\$ 14.82			See NRC prices below
4 Wire Analog - Rate Group 1	\$ 21.20			See NRC prices below
2 Wire DSL - Rate Group 3	\$ 6.85			See NRC prices below
2 Wire DSL - Rate Group 2	\$ 6.42			See NRC prices below
2 Wire DSL - Rate Group 1	\$ 8.17			See NRC prices below
4 Wire DSL - Rate Group 3	\$ 13.39			See NRC prices below
4 Wire DSL - Rate Group 2	\$ 12.53			See NRC prices below
4 Wire DSL - Rate Group 1	\$ 15.98			See NRC prices below
2 Wire ISDN Compatible - Rate Group 3	\$ 9.21			See NRC prices below
2 Wire ISDN Compatible - Rate Group 2	\$ 9.22			See NRC prices below
2 Wire ISDN Compatible - Rate Group 1	\$ 17.81			See NRC prices below
CO to Terminal sub-loop				
2 Wire Analog - Rate Group 3	\$ 10.07			See NRC prices below
2 Wire Analog - Rate Group 2	\$ 10.57			See NRC prices below
2 Wire Analog - Rate Group 1	\$ 14.33			See NRC prices below
4 Wire Analog - Rate Group 3	\$ 23.17			See NRC prices below
4 Wire Analog - Rate Group 2	\$ 24.26			See NRC prices below
4 Wire Analog - Rate Group 1	\$ 30.88			See NRC prices below
2 Wire DSL - Rate Group 3	\$ 12.70			See NRC prices below
2 Wire DSL - Rate Group 2	\$ 11.13			See NRC prices below
2 Wire DSL - Rate Group 1	\$ 13.02			See NRC prices below
4 Wire DSL - Rate Group 3	\$ 21.40			See NRC prices below
4 Wire DSL - Rate Group 2	\$ 21.97			See NRC prices below
4 Wire DSL - Rate Group 1	\$ 25.66			See NRC prices below
2 Wire ISDN Compatible - Rate Group 3	\$ 13.19			See NRC prices below
2 Wire ISDN Compatible - Rate Group 2	\$ 13.94			See NRC prices below

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	2 Wire ISDN Compatible - Rate Group 1	\$	22.66	See NRC prices below	

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
ECS to SAI sub-loop				
	2 Wire Analog - Rate Group 3	\$ 1.73		See NRC prices below
	2 Wire Analog - Rate Group 2	\$ 1.24		See NRC prices below
	2 Wire Analog - Rate Group 1	\$ 3.17		See NRC prices below
	4 Wire Analog - Rate Group 3	\$ 3.44		See NRC prices below
	4 Wire Analog - Rate Group 2	\$ 2.48		See NRC prices below
	4 Wire Analog - Rate Group 1	\$ 6.32		See NRC prices below
	2 Wire DSL - Rate Group 3	\$ 1.73		See NRC prices below
	2 Wire DSL - Rate Group 2	\$ 1.24		See NRC prices below
	2 Wire DSL - Rate Group 1	\$ 3.17		See NRC prices below
	4 Wire DSL - Rate Group 3	\$ 3.44		See NRC prices below
	4 Wire DSL - Rate Group 2	\$ 2.48		See NRC prices below
	4 Wire DSL - Rate Group 1	\$ 6.32		See NRC prices below
ECS to Terminal sub-loop				
	2 Wire Analog - Rate Group 3	\$ 5.71		See NRC prices below
	2 Wire Analog - Rate Group 2	\$ 5.95		See NRC prices below
	2 Wire Analog - Rate Group 1	\$ 8.02		See NRC prices below
	4 Wire Analog - Rate Group 3	\$ 11.45		See NRC prices below
	4 Wire Analog - Rate Group 2	\$ 11.92		See NRC prices below
	4 Wire Analog - Rate Group 1	\$ 15.99		See NRC prices below
	2 Wire DSL - Rate Group 3	\$ 5.71		See NRC prices below
	2 Wire DSL - Rate Group 2	\$ 5.95		See NRC prices below
	2 Wire DSL - Rate Group 1	\$ 8.02		See NRC prices below
	4 Wire DSL - Rate Group 3	\$ 11.45		See NRC prices below
	4 Wire DSL - Rate Group 2	\$ 11.92		See NRC prices below
	4 Wire DSL - Rate Group 1	\$ 15.99		See NRC prices below
ECS to NID sub-loop				
	2 Wire Analog - Rate group 3	\$ 6.47		See NRC prices below
	2 Wire Analog - Rate Group 2	\$ 6.72		See NRC prices below
	2 Wire Analog - Rate Group 1	\$ 8.75		See NRC prices below
	4 Wire Analog - Rate Group 3	\$ 12.93		See NRC prices below
	4 Wire Analog - Rate Group 2	\$ 13.46		See NRC prices below
	4 Wire Analog - Rate group 1	\$ 17.51		See NRC prices below
	2 Wire DSL - Rate Group 3	\$ 6.47		See NRC prices below
	2 Wire DSL - Rate group 2	\$ 6.72		See NRC prices below
	2 Wire DSL - Rate Group 1	\$ 8.75		See NRC prices below
	4 Wire DSL - Rate Group 3	\$ 12.93		See NRC prices below
	4 Wire DSL - Rate Group 2	\$ 13.46		See NRC prices below
	4 Wire DSL - Rate Group 1	\$ 17.51		See NRC prices below
SAI to Terminal sub-loop				
	2 Wire Analog - Rate group 3	\$ 4.85		See NRC prices below
	2 Wire Analog - Rate Group 2	\$ 5.56		See NRC prices below
	2 Wire Analog - Rate Group 1	\$ 5.90		See NRC prices below
	4 Wire Analog - Rate Group 3	\$ 9.75		See NRC prices below
	4 Wire Analog - Rate Group 2	\$ 11.13		See NRC prices below
	4 Wire Analog - Rate Group 1	\$ 11.77		See NRC prices below
	2 Wire DSL - Rate Group 3	\$ 4.85		See NRC prices below
	2 Wire DSL - Rate Group 2	\$ 5.56		See NRC prices below
	2 Wire DSL - Rate Group 1	\$ 5.90		See NRC prices below
	4 Wire DSL - Rate Group 3	\$ 9.75		See NRC prices below
	4 Wire DSL - Rate Group 2	\$ 11.13		See NRC prices below
	4 Wire DSL - Rate Group 1	\$ 11.77		See NRC prices below
SAI to NID sub-loop				
	2 Wire Analog - Rate group 3	\$ 5.60		See NRC prices below
	2 Wire Analog - Rate Group 2	\$ 6.33		See NRC prices below
	2 Wire Analog - Rate Group 1	\$ 6.65		See NRC prices below
	4 Wire Analog - Rate Group 3	\$ 11.24		See NRC prices below
	4 Wire Analog - Rate Group 2	\$ 12.65		See NRC prices below
	4 Wire Analog - Rate Group 1	\$ 13.26		See NRC prices below
	2 Wire DSL - Rate Group 3	\$ 5.60		See NRC prices below
	2 Wire DSL - Rate Group 2	\$ 6.33		See NRC prices below
	2 Wire DSL - Rate Group 1	\$ 6.65		See NRC prices below
	4 Wire DSL - Rate Group 3	\$ 11.24		See NRC prices below
	4 Wire DSL - Rate Group 2	\$ 12.65		See NRC prices below
	4 Wire DSL - Rate Group 1	\$ 13.26		See NRC prices below
Terminal to NID sub-loop				
	2 Wire Analog - Rate Group 3	\$ 1.23		See NRC prices below
	2 Wire Analog - Rate Group 2	\$ 1.22		See NRC prices below
	2 Wire Analog - Rate Group 1	\$ 1.22		See NRC prices below
	4 Wire Analog - Rate Group 3	\$ 2.49		See NRC prices below
	4 Wire Analog - Rate Group 2	\$ 2.48		See NRC prices below
	4 Wire Analog - Rate Group 1	\$ 2.43		See NRC prices below
	2 Wire DSL - Rate Group 3	\$ 1.23		See NRC prices below
	2 Wire DSL - Rate Group 2	\$ 1.22		See NRC prices below
	2 Wire DSL - Rate Group 1	\$ 1.22		See NRC prices below
	4 Wire DSL - Rate Group 3	\$ 2.49		See NRC prices below
	4 Wire DSL - Rate Group 2	\$ 2.48		See NRC prices below
	4 Wire DSL - Rate Group 1	\$ 2.43		See NRC prices below
NID sub-loop element				
	2 Wire Analog - Rate Group 3	\$ 0.16		See NRC prices below

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	2 Wire Analog - Rate Group 2	\$	0.16		See NRC prices below
	2 Wire Analog - Rate Group 1	\$	0.16		See NRC prices below
	4 Wire Analog - Rate Group 3	\$	0.32		See NRC prices below
	4 Wire Analog - Rate Group 2	\$	0.32		See NRC prices below
	4 Wire Analog - Rate Group 1	\$	0.32		See NRC prices below
	2 Wire DSL - Rate Group 3	\$	0.16		See NRC prices below
	2 Wire DSL - Rate Group 2	\$	0.16		See NRC prices below
	2 Wire DSL - Rate Group 1	\$	0.16		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	0.32		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	0.32		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	0.32		See NRC prices below
	2 Wire ISDN Compatible - Rate Group 3	\$	0.16		See NRC prices below
	2 Wire ISDN Compatible - Rate Group 2	\$	0.16		See NRC prices below
	2 Wire ISDN Compatible - Rate Group 1	\$	0.16		See NRC prices below
	4 Wire DS1 Compatible - Rate Group 3		TBD		See NRC prices below
	4 Wire DS1 Compatible - Rate Group 2		TBD		See NRC prices below
	4 Wire DS1 Compatible - Rate Group 1		TBD		See NRC prices below
	DS3 Compatible subloop - Rate Group 3		TBD		See NRC prices below
	DS3 Compatible subloop - Rate Group 2		TBD		See NRC prices below
	DS3 Compatible subloop - Rate Group 1		TBD		See NRC prices below
Sub-Loop Non-Recurring Charges					
	2-Wire Analog Sub-Loop			\$	185.80
	4-Wire Analog Sub-Loop			\$	186.65
	2-Wire xDSL Digital Sub-Loop			\$	214.54
	4-Wire xDSL Digital Sub-Loop			\$	218.09
	2-Wire ISDN Digital Sub-Loop			\$	236.77
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	412.90
	DS3 Sub-Loop			\$	544.35
Service Order Charge					
	Establish, per occasion			\$	14.57
	Add or change, per occasion			\$	14.57
Line Connection Charge					
	per occasion			\$	29.33
Cross Connects					
	2-Wire	\$	0.14	NA	NA
	4-Wire	\$	0.26	NA	NA
	6-Wire	\$	0.40	NA	NA
	8-Wire	\$	0.53	NA	NA
	DS1/LT1	\$	0.36	NA	NA
	DS3/LT3	\$	0.66	NA	NA
	OC3	\$	64.68	NA	NA
	OC12	\$	340.96	NA	NA
	OC48	\$	752.06	NA	NA
	DS3 C.O. LOOP Cross-Connect to Collocation	\$	19.14	N/A	N/A
Tandem Switching					
	per minute of use (without Tandem Trunks)	\$	0.000307	NA	NA
Dedicated Transport					
Entrance Facility:					
DS1	Zone 1	\$	38.48	NA	NA
	Zone 2	\$	38.48	NA	NA
	Zone 3	\$	51.07	NA	NA
DS3	Zone 1	\$	506.05	NA	NA
	Zone 2	\$	506.05	NA	NA
	Zone 3	\$	665.80	NA	NA
OC3	All Zones	\$	227.86	NA	NA
OC12	All Zones	\$	376.90	NA	NA
OC48	All Zones	\$	1,618.11	NA	NA
Interoffice Transport:					
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	11.10	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$	1.65	NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	106.79	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$	28.62	NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	253.39	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$	185.74	NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	430.24	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$	335.19	NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	956.83	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$	284.15	NA	NA
Multiplexing					
	DS1 to Voice Grade	\$	197.61	NA	NA
	DS3 to DS1	\$	260.24	NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$	410.09	NA	NA
	Add/Drop Function				
	- Per DS3 Add or Drop	\$	88.52	NA	NA
	- Per DS1 Add or Drop	\$	27.34	NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$	460.47	NA	NA

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	Add/Drop Function				
	- Per OC3 Add or Drop	\$ 123.31		NA	NA
	- Per DS3 Add or Drop	\$ 26.74		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 517.05		NA	NA
	Add/Drop Function				
	- Per OC12 Add or Drop	\$ 242.27		NA	NA
	- Per OC3 Add or Drop	\$ 111.96		NA	NA
	- Per DS3 Add or Drop	\$ 38.32		NA	NA
Dedicated Transport Cross Connects					
DS1		\$ 0.36		NA	NA
DS3		\$ 0.66		NA	NA
OC3		\$ 64.68		NA	NA
OC12		\$ 340.96		NA	NA
OC48		\$ 752.06		NA	NA
Dedicated Transport Network Reconfiguration Service (NRS)					
On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions					
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 351.64	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 35.02		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 35.02		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 35.02		NA	NA
	- (2) Per Quarter Route Mile	\$ 41.42		NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 173.21		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 173.21		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 173.21		NA	NA
	- (2) Per Quarter Route Mile	\$ 37.50		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 650.94		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 650.94		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 650.94		NA	NA
	- (2) Per Quarter Route Mile	\$ 64.37		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 322.47	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 527.99	NA
	Carrier Connection Charge - Per Order	NA		\$ 458.62	NA
DS3	Administration Charge - Per Order	NA		\$ 251.64	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 562.86	NA
	Carrier Connection Charge - Per Order	NA		\$ 305.85	NA
OC3	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
OC12	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
OC48	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
Digital Cross-Connect System					
DCS Port Charge					
DS1		ICB		ICB	NA
DS3		ICB		ICB	NA
DCS Establishment Charge					
Database Modification Charge					
Reconfiguration Charge					
Dark Fiber					
Dark Fiber Interoffice					
	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$60.56		NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.01768		NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$2.22		NA	NA
Dark Fiber Loop					
	Dark Fiber Loop Termination (Per Termination per Fiber)	\$10.40		NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)	\$0.00156		NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)	\$1.79		NA	NA
Inquiry (Per Request)					
	Dark Fiber Loop - NRC	NA		\$60.81	NA
	Dark Fiber Sub-Loop - NRC	NA		\$60.81	NA
	Dark Fiber Interoffice Transport - NRC	NA		\$284.68	NA
FIRM ORDER (Per Fiber Strand)					
	Administrative per Order				
	Connect	NA		\$9.92	NA
	Disconnect	NA		\$8.78	NA
	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	Connect	NA		\$276.79	NA
	Disconnect	NA		\$76.07	NA
	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
	Connect	NA		\$279.99	NA
	Disconnect	NA		\$69.54	NA
	Dark Fiber Interofcice Transport - NRC				
	Connect	NA		\$348.47	NA
	Disconnect	NA		\$139.55	NA
Line Information Database - LIDB		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)	\$ 0.000017	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
	Query Transport (Local STP Access Validation)	\$ 0.000148	(per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.009942	(per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)	\$ 0.009942	(per query)	NA	NA
	Service Order Cost	NA		\$ 25.00	NA
	Service Establishment Charge	NA		NA	NA
	LIDB Data Storage & Administration				
	Manual Update	NA		\$ 2.00	(Per Update)
800 Database		USAGE			
	Toll Free Database Query (Regional STP Access)	\$ 0.001080	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000134	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001211	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000265	(per query)		
SS7 - Links, Ports, Signaling					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
SS7 Links					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	\$ 288.78		\$ 617.01	N/A
SS7 Signalling		USAGE			
	Signal Switching/IAM msg	\$ 0.000155			
	Signal Transport/IAM msg	\$ 0.000085			
	Signal Formulation/IAM msg	\$ 0.000124			
	Signal Tandem Switching/IAM msg	\$ 0.000324			
	Signal Switching/TCAP msg	\$ 0.000125			
	Signal Transport/TCAP msg	\$ 0.000057			
	Signal Formulation/TCAP msg	\$ 0.000284			
	Point Code Addition	N/A		\$ 21.38	N/A
	Global Title Translation Addition	N/A		\$ 11.49	N/A
Unbundled Local Switching with Shared Transport (ULS-ST)					
ULS Usage (for ULS-ST)					
	Basic Analog Line Port /2/	\$0.00			
	All other ULS-ST Ports /2/	\$ 0.000879	per MOU	NA	NA
	ULS-ST Blended Transport MOU /2/	\$ 0.000823	per MOU	NA	NA
	ULS-ST Reciprocal Compensation MOU /2/	\$ 0.000836	per MOU	NA	NA
	ULS-ST Common Transport MOU /2/	\$ 0.000513	per MOU	NA	NA
	ULS-ST Tandem Switching MOU /2/	\$ 0.000295	per MOU	NA	NA
	ULS-ST SS7 Signaling Transport /2/	\$ 0.000202	per Call	N/A	NA
	ULS-ST Ports /2/				
	Basic Line Port /2/	\$ 2.98		\$ 44.01	NA
	ULS-ST Daily Usage Feed /2/	\$ 0.1070664	per Port	NA	NA
		T&M			
	ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied and only after 3rd party OSS test is complete for Indiana) /2/	TBD		TBD	
Custom Routing					
	Custom Routing, via LCC - New LCC, per LCC, per switch	ICB		ICB	
	Custom Routing, via LCC - New Network Routing, per route, per switch	ICB		ICB	
	Custom Routing, via AIN, of OS / DA per route, per switch	ICB		ICB	
	AIN Application Development work, per switch	ICB		ICB	
Unbundled Local Switching (ULS)					
	ULS Switching Usage, per Originating or Terminating MOU (statewide)	\$ 0.003444	MOU	N/A	NA
	ULS Daily Usage Feed (DUF), per message	\$ 0.000790	Per Message		
	Billing Establishment, per CLEC, per switch	NA		\$ 138.12	NA
	Service Coordination Fee, per CLEC bill, per switch	\$ 0.88		N/A	NA

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
ULS Port Charge Per Month				
Basic Line Port /1/	\$ 5.34		\$ 44.01	N/A
Ground Start Port	\$ 5.77		\$ 44.01	N/A
Analog DID Trunk Port	\$ 10.69		\$ 44.01	N/A
ISDN BRI Port /1/	\$ 27.54		\$ 44.01	N/A
ISDN PRI Port	\$ 122.03		\$ 662.01	N/A
Digital Trunking Trunk Port	\$ 86.13		\$ 662.01	N/A
DS1 Trunk Port	\$ 77.39		\$ 662.01	N/A
Centrex Basic Line Port	\$ 9.61		\$ 44.01	N/A
Centrex ISDN BRI Port	\$ 45.03		\$ 44.01	N/A
Centrex EKL Line Port	\$ 28.09		\$ 44.01	N/A
Centrex Attendant Console Line Port	\$ 88.62		\$ 88.00	N/A
ULS and ULS-ST Port Non-Recurring Charges				
Service Order - Line Port, per occasion /1/	NA		\$ 14.14	NA
Service Order - Trunk Port, per occasion	NA		\$ 324.65	NA
Service Order - Record Order, per occasion	NA		\$ 12.55	NA
Conversion from one port type to another, per each port changed	NA		\$ 39.98	NA
UNE Platform Migration Charges /2/				
POTS	N/A		\$ 0.37	NA
ISDN-BRI	N/A		\$ 0.37	NA
UNE Platform Install Charges /2/				
POTS	N/A		\$ 0.41	NA
ISDN-BRI	N/A		\$ 0.41	NA
UNE Platform Disconnect Charges /2/				
POTS	N/A		\$ 0.41	NA
ISDN-BRI	N/A		\$ 0.41	NA
Ports FeatureAdd / Change Translations Charges /2/				
POTS	N/A		\$ 0.41	NA
ISDN-BRI	N/A		\$ 0.41	NA
Unbundled Switch Port - Vertical Features				
Analog Line Port Features (per feature per port):				
Call Waiting	\$ -		NA	
Call Forwarding Variable	\$ -		NA	
Call Forwarding Busy Line	\$ -		NA	
Call Forwarding Don't Answer	\$ -		NA	
Three-Way Calling	\$ -		NA	
Speed Calling - 8	\$ -		NA	
Speed Calling - 30	\$ -		NA	
Auto Callback/Auto Redial	\$ -		NA	
Distinctive Ring/Priority Call	\$ -		NA	
Selective Call Rejection/Call Blocker	\$ -		NA	
Auto Recall/Call Return	\$ -		NA	
Selective Call Forwarding	\$ -		NA	
Calling Number Delivery	\$ -		NA	
Calling Name Delivery	\$ -		NA	
Calling Number/Name Blocking	\$ -		NA	
Analog Line Port Features:				
Personalized Ring (per arrangement per port)	\$ -		NA	
Hunting Arrangement (per arrangement)	\$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)				
CSV/CSD per ISDN BRI port (required/provided)	\$ -			
Basic Centrex Electronic Key Line (EKL) Features				
Basic EKL provides:				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKL				
CACH EKL includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	\$	0.01	NA	
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - per telephone number	\$	0.01	NA	
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		\$	407.35 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$	407.35 NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$	407.35 NA
System Subsequent Change per Serving Office - Analog only system	NA		\$	58.53 NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		\$	58.53 NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA		\$	58.53 NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Centrex Common Block	\$	-	\$	223.22
System Features (per Centrex Common Block):				
Automatic Callback Calling/Business Group Callback	\$	310.38	NA	
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)/(CSD) per BRI port				
Standard feature initialization				
	\$	-	\$	223.22
System features (per Centrex Common Block)				
Additional Call Offering for CSV	\$	310.38	NA	
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
	Directed Call Pickup - Non Barge In			
	Directed Call Pickup - With Barge In			
	Distinctive Ringing			
	Hunting Arrangement - Basic			
	Hunting Arrangement - Circular			
	Speed Calling Personal (short list)			
	Three Way Calling			
	Custom Access Treatment Code (TX only)			
	Denied Origination (TX only)			
	Denied Termination (TX only)			
	Intercom Dialing (TX only)			
OTHER				
DIRECTORY ASSISTANCE				
UNE-P DA				
	Directory Assistance, per call	\$ 0.30		
	Directory Assistance Call Completion (DACC)	\$ 0.15		
	National Directory Assistance	\$ 0.65		
	Reverse Directory Assistance	\$ 1.25		
Facility-Based DA				
	Directory Assistance, per call	\$ 0.30	NA	NA
	Directory Assistance Call Completion (DACC)	\$ 0.15	NA	NA
	Directory Assistance/National Directory Assistance, Reverse DA, per call	\$ 0.35	NA	NA
	Branding - Other - Initial/Subsequent Load		\$ 1,800.00	NA
	- per call	\$ 0.025		
	Branding - Facility Based - Initial/Subsequent Load			
	- Branding, per trunk group	NA	\$ 800.00	NA
	Directory Assistance - Rate Reference - Initial Load	NA	\$ 2,200.00	NA
	Directory Assistance - Rate Reference - Subsequent Load	NA	\$ 1,000.00	NA
DA Listings				
DA Listing License				
	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
	- per listing for initial load	NA	\$ 0.040	NA
	- per listing for subsequent updates	NA	\$ 0.060	NA
	Option #2 Full File (all states inclusive) Billable Release			
	- per listing for initial load	NA	\$ 0.020	NA
	- per listing for subsequent updates	NA	\$ 0.030	NA
	- per usage/query	NA	\$ 0.020	NA
	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
	- per listing for initial load	NA	\$ 0.050	NA
	- per listing for subsequent updates	NA	\$ 0.060	NA
	Option #4 Pick & Choose (by state) Billable Release			
	- per listing for initial load	NA	\$ 0.020	NA
	- per listing for subsequent updates	NA	\$ 0.030	NA
	- per usage/query	NA	\$ 0.020	NA
OPERATOR SERVICES				
	Fully Automated Call Processing, per occurrence	\$ 0.15	NA	NA
	Operator Assisted Call Processing, per work second	\$ 0.02	NA	NA
	Branding - Other - Initial/Subsequent Load		\$ 1,800.00	NA
	- per call	\$ 0.025		
	Branding - Facility Based - Initial/Subsequent Load			
	- per trunk group	NA	\$ 800.00	NA
	Operator Services - Rate Reference - Initial Load	NA	\$ 2,200.00	NA
	Operator Services - Rate Reference - Subsequent Load	NA	\$ 1,000.00	NA
	Ancillary Message Billing Compensation (Per Message)	\$ 0.03	NA	NA
Structure Access - Poles & Ducts				
		Annually		
	Per Pole attachment*	\$ 3.08		
	Per Foot of innerduct	\$ 0.33		
	Application fee		\$ 200.00	
	*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 the attachment's presence.			
Emergency Number Service Access				
	911 Selective Router Interconnection			
	-Digital DS1 Interface	\$ 340.71	\$ 1,700.97	
	-Each DSO installed	\$ -	\$ 665.49	
	-Analog Channel Interface	\$ 26.64	\$ 770.97	
	ANI/ALI/SR and Database Management			
	- Per 100 records, rounded up to nearest 100	\$ 155.26	\$ 15.68	
	911 Selective Router Switch Administration			
	-Per Selective Router	\$ 5.57	\$ 1,717.33	
RECIPROCAL COMPENSATION				
End Office Switching				
	Set up charge, per call	\$ 0.011603		

INDIANA	AIT Generic Rates	Recurring		Non-Recurring	
		Monthly		Frist	Additional
	Duration charge, per MOU	\$	0.000830		

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
Tandem Switching					
	Set up charge, per call	\$ 0.000400			
	Duration charge, per MOU	\$ 0.000194			
	Tandem Transport Termination, per MOU	\$ 0.000102			
	Tandem Transport Facility per MOU, per Mile	\$ 0.000005			
TRANSIT SERVICE					
	Tandem Switching - per minute of use	\$ 0.004388		NA	
	Tandem Termination - per minute of use	\$ 0.000095		NA	
	Tandem Facility - per minute of use	\$ 0.000056		NA	
1/1 Per 3/28/02 IURC order in Indiana Case 40611-S1, Non Recurring Charge (NRC) does not apply to POTS or ISDN-BRI UNE-P Migrations or Installations.					
Application of rates is subject to Ameritech Indiana reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
1/2 Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to Ameritech Indiana reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
RESALE		RESALE DISCOUNTS			
BUSINESS		RECURRING		NON-RECURRING	
LOCAL EXCHANGE SERVICE					
	Business 1 Party	21.46%		21.46%	
	Business - Measured	21.46%		21.46%	
	Customer Operated Pay Telephone (COPT)	21.46%		21.46%	
EXPANDED LOCAL CALLING					
	Extended Area Service	21.46%		21.46%	
VERTICAL SERVICES					
	Anonymous Call Rejection	21.46%		21.46%	
	Repeat Dialing (Auto Redial)	21.46%		21.46%	
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	21.46%		21.46%	
	Call Blocker	21.46%		21.46%	
	Call Forwarding	21.46%		21.46%	
	Call Forwarding - Busy Line	21.46%		21.46%	
	Call Forwarding - Busy Line/Don't Answer	21.46%		21.46%	
	Call Forwarding - Don't Answer	21.46%		21.46%	
	Automatic CallBack (Call Return)	21.46%		21.46%	
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	21.46%		21.46%	
	Call Trace	21.46%		21.46%	
	Call Waiting	21.46%		21.46%	
	Caller ID WithName (Calling Name)	21.46%		21.46%	
	Caller ID (Calling Number)	21.46%		21.46%	
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	21.46%		21.46%	
	MultiRing Service -2 (Personalized Ring -2 Dependent Numbers)	21.46%		21.46%	
	Remote Access to Call Forwarding (Grandfathered)	0.00%		0.00%	
	Selective Call Forwarding	0.00%		0.00%	
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	21.46%		21.46%	
	Remote Call Forwarding-Per Feature	21.46%		21.46%	
	RCF, Interstate, Interexchange	21.46%		21.46%	
	RCF, Intrastate	21.46%		21.46%	
	RCF, Interstate, International	21.46%		21.46%	
	RCF, Intrastate, Interexchange	21.46%		21.46%	
	RCF to 800	21.46%		21.46%	
	RCF Additional	21.46%		21.46%	
	Speed Calling 8	21.46%		21.46%	
	Speed Calling 30	21.46%		21.46%	
	Three Way Calling	21.46%		21.46%	
	Call Screening	21.46%		21.46%	
	Busy Line Transfer	21.46%		21.46%	
	Alternate Answer	21.46%		21.46%	
	Message Waiting - Tone	21.46%		21.46%	
	Easy Call	21.46%		21.46%	
	Prime Number Service	21.46%		21.46%	
	AMERITECH Privacy Manager	21.46%		21.46%	
	Name and Number Delivery Service	21.46%		21.46%	
DID					
	DID	21.46%		21.46%	
TRUNKS					
	Trunk	21.46%		21.46%	
AIN					
	Area Wide Networking	21.46%		21.46%	
	Ameritech Switch Alternate Routing (ANSAR)	21.46%		21.46%	
	Ameritech Customer Location Alternate Routing (ACLAR)	21.46%		21.46%	

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
OTHER				
Grandfathered Services	0.00%		0.00%	
Promotions (Greater than 90 days)	21.46%		21.46%	
TouchTone (Business)	21.46%		21.46%	
TouchTone (Trunk)	21.46%		21.46%	
900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
976 (976 Information Delivery Service)	0%		0%	
Access Services (See Access Tariff)	0%		0%	
Additional Directory Listings	21.46%		21.46%	
Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
Connection Services	21.46%		21.46%	
Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
Shared Tenant Service	0%		0%	
Data Services				
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	21.46%		21.46%	
PBX Trunks	21.46%		21.46%	
Mult-Service Optical Network (MON)	21.46%		21.46%	
OCn-PTP	21.46%		21.46%	
ADTS-E	21.46%		21.46%	
DS0	21.46%		21.46%	
DS1	21.46%		21.46%	
DS3	21.46%		21.46%	
ISDN				
ISDN	21.46%		21.46%	
DIRECTORY ASSISTANCE SERVICES				
Local Operator Assistance Service	21.46%		20.29%	
	21.46%		21.46%	
TOLL				
TOLL	21.46%		21.46%	
OPTIONAL TOLL CALLING PLANS				
Optional Toll Calling Plans	21.46%		21.46%	
CENTREX (PLEXAR)				
Ameritech Centrex Service ACS	21.46%		21.46%	
Ameritech Centrex Network Manager	0.00%		0.00%	
PRIVATE LINE				
Analog Private Lines	21.46%		21.46%	
Private Line Channel Services	21.46%		21.46%	
RESIDENCE				
RESALE DISCOUNTS				
LOCAL EXCHANGE SERVICE	RECURRING		NON-RECURRING	
Life Line	0.00%		0.00%	
Residence 1 Party	21.46%		21.46%	
Residence Measured	21.46%		21.46%	
EXPANDED LOCAL CALLING				
Extended Area Service	21.46%		21.46%	
VERTICAL SERVICES				
Anonymous Call Rejection	21.46%		21.46%	
Repeat Dialing (Auto Redial)	21.46%		21.46%	
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	21.46%		21.46%	
Call Blocker	21.46%		21.46%	
Call Forwarding	21.46%		21.46%	
Call Forwarding - Busy Line	21.46%		21.46%	
Call Forwarding - Busy Line/Don't Answer	21.46%		21.46%	
Call Forwarding - Don't Answer	21.46%		21.46%	
Automatic Call-Back (Call Return)	21.46%		21.46%	
Automatic Call-Back Per Use (Call Return - Usage Sensitive)	21.46%		21.46%	
Call Trace	21.46%		21.46%	
Call Waiting	21.46%		21.46%	
Caller ID with Name (Calling Name)	21.46%		21.46%	
Caller ID (Calling Number)	21.46%		21.46%	
Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	21.46%		21.46%	
Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	21.46%		21.46%	
Remote Access to Call Forwarding (GF)	21.46%		21.46%	
RCF, Interstate, Interexchange	21.46%		21.46%	
RCF, Intrastate	21.46%		21.46%	
RCF, Interstate, International	21.46%		21.46%	
RCF, Intrastate, Interexchange	21.46%		21.46%	
RCF to 800	21.46%		21.46%	
RCF Additional	21.46%		21.46%	

INDIANA	Recurring		Non-Recurring	
	Monthly		Frist	Additional
AIT Generic Rates				
Selective Call Forwarding	21.46%		21.46%	
Speed Calling 8	21.46%		21.46%	
Three Way Calling	21.46%		21.46%	
Call Screening	21.46%		21.46%	
Busy Line Transfer	21.46%		21.46%	
Alternate Answer	21.46%		21.46%	
Message Waiting - Tone	21.46%		21.46%	
Easy Call	21.46%		21.46%	
AMERITECH Privacy Manager	21.46%		21.46%	
Name and Number Delivery Service	21.46%		21.46%	
ISDN				
ISDN	21.46%		21.46%	
DIRECTORY ASSISTANCE SERVICES				
Local Operator Assistance Service	21.46%		21.46%	
Reverse Directory Assistance	\$1.25		NA	
OTHER				
Grandfathered Services	0.00%		0.00%	
Promotions (Greater than 90 Days)	21.46%		21.46%	
TouchTone	21.46%		21.46%	
Home Services Packages	21.46%		21.46%	
900/976 Call Blocking (900/976 Call Restriction)	21.46%		21.46%	
976 (976 Information Delivery Service)	21.46%		21.46%	
Access Services (See Access Tariff)	0%		0%	
Additional Directory Listings	21.46%		21.46%	
Carrier Disconnect Service (Company Initiated Suspension Service)	21.46%		21.46%	
Connection Services	21.46%		21.46%	
Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
Shared Tenant Service	0%		0%	
TOLL				
Custom and Dedicated 800 Service (Home 800)	21.46%		21.46%	
IntraLATA MTS	21.46%		21.46%	
Toll Restriction	21.46%		21.46%	
Electronic Billing Information Data (daily usage)				
per message	\$0.00			
Local disconnect Report (LDR)				
Per WTN	\$0.00			
Line Connection Charge				
Residence			N/A	
Business			N/A	
Service Order/Service Request Charge				
Residence			\$21.21	
Business			\$30.63	
Non-Electronic (Manual) Service Order Charge				
Residence			\$9.02	
Business			\$9.02	

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA
AND
HANCOCK COMMUNICATIONS, INC.**

This Lawful UNEs Amendment is to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ ("SBC Indiana") and Hancock Communications, Inc. ("CLEC").

WHEREAS, SBC State and CLEC are parties to a certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, pursuant to Section 252(a)(1) of the Act and the terms of their Agreement, the Parties wish to amend the Agreement to ensure that the obligations related to unbundled network elements remain consistent with applicable law; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

The following Sections "Lawful Provision of Access to Unbundled Network Elements ("Lawful UNEs")" and "Transition Procedure" are hereby added to the Appendix, Agreement, Article or Section of the Agreement related generally to unbundled network elements, and shall apply, notwithstanding any language in the Agreement to the contrary, including, without limitation, any intervening law, change in law or other substantively similar provision. If the Agreement already contains terms and conditions generally related to SBC Indiana's obligation to provide access to unbundled network elements under the Act, then such terms and conditions shall be replaced by the following Sections in their entirety. Further, all references in the Agreement to "UNE(s)" or "unbundled network elements" shall be deemed to have been replaced or supplemented, as applicable, with the defined term "Lawful UNEs" as set forth in Section "Lawful Provision of Access to Unbundled Network Elements," below:

1. Lawful Provision of Access to Unbundled Network Elements ("Lawful UNEs")

1.1 This *Appendix* of the Agreement sets forth the terms and conditions pursuant to which **SBC Indiana** will provide CLEC with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act in **SBC Indiana**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **SBC Indiana** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that **SBC Indiana** 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 ("Lawful UNEs"), shall be referred to in this Agreement as "**Lawful UNEs.**"

1.1.1 By way of example only, if terms and conditions of this Agreement state that **SBC Indiana** is required to provide a Lawful UNE or Lawful UNE combination or other arrangement including a "Lawful UNE

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

Dedicated Transport,” and Dedicated Transport is not a Lawful UNE under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, then **SBC Indiana** shall not be obligated to provide the item as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.

- 1.2 Nothing contained in the Agreement shall be deemed to constitute consent by **SBC Indiana** that any item identified in this Agreement as a UNE or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that **SBC Indiana** is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 1.3 The preceding includes without limitation that **SBC Indiana** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving **SBC Indiana** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 1.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement should cease to be a Lawful UNE at any time, then the Transition Procedure defined in Section 2, below, shall govern. For purposes of the Agreement “cease to be a Lawful UNE” means any situation where **SBC Indiana** is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act. The Parties agree that, notwithstanding the Effective Date of this Amendment, such situations include, but are not limited to (a) the issuance of the mandate in *United States Telecom Association v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“USTA I”); or (b) by operation of the *Triennial Review Order* released by the FCC 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, including rules promulgated thereby; or (c) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (d) the issuance of the mandate in the D.C. Circuit Court of Appeals’ decision, *United States Telecom Association v. FCC*, Case No. 00-1012 (D.C. Cir. 2004) (“USTA II”); or (e) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that **SBC Indiana** is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act.
 - 1.4.1 By way of example only, an element described as an unbundled network element or Lawful UNE in this Agreement can cease to be a Lawful UNE on a categorical basis, on an element-specific, route-specific or geographically-specific basis or a class of elements basis. Under any scenario, Section 2 “Transition Procedure” shall apply.

2. Transition Procedure

- 2.1 **SBC Indiana** shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement should cease to be a Lawful UNE, **SBC Indiana** may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement should cease to be Lawful UNEs, **SBC Indiana** will provide written notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, **SBC Indiana** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as no longer being Lawful UNEs in the **SBC Indiana** notice letter referenced in this Section 2.1. **SBC Indiana** reserves the right to audit the CLEC orders transmitted to **SBC Indiana** and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are

still subject to this Section 2, including the options set forth in (a) and (b) below, and **SBC Indiana**'s rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the element(s) identified in the **SBC Indiana** notice, including the combination or other arrangement in which the element(s) were previously provided:

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

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted an disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and if CLEC and **SBC Indiana** have failed to reach agreement, under (b), above, as to a substitute service arrangement or element, then **SBC Indiana** may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

- 2.2 The provisions set forth in this Section 2 "Transition Period" are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2 "Transition Period" to be implemented or effective as provided above. Further, Section 2 "Transition Period" governs the situation where an unbundled network element or Lawful UNE under this Agreement ceases to be a Lawful UNE even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Sections 1 and 2, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
2. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in Paragraph 1, above (for example, all references in the Agreement to "UNE(s)" or "unbundled network elements" shall be deemed to have been replaced or supplemented, as applicable, with the defined term "Lawful UNEs" as set forth in Section "Lawful Provision of Access to Unbundled Network Elements," above). 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.
3. 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.
4. Upon written request of either Party, the Parties will amend any and all Agreement pricing schedules to accurately reflect the terms and conditions of this Amendment.
5. Notwithstanding any contrary provision in the Agreement, this Amendment, or any **SBC Indiana** tariff, nothing contained in the Agreement, this Amendment, or any **SBC Indiana** tariff shall limit **SBC Indiana**'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 State Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect **SBC Indiana**'s obligations under the Agreement, this Amendment, any **SBC Indiana** tariff, or Applicable Law.
6. Any performance measures and remedies identified in the Agreement apply solely to UNEs which **SBC Indiana** is obligated to offer under Section 251(c)(3) of the Act. If an unbundled network element or Lawful UNE under

this Agreement ceases to be a Lawful UNE, **SBC Indiana** will have no obligation to report on or pay remedies for any measures associated with such element, notwithstanding any language to the contrary in the Agreement.

7. 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: 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 ("USTA") v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **SBC Indiana** 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. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that **SBC Indiana** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC ILEC state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC Indiana's** right to exercise its option at any time to adopt on a date specified by **SBC Indiana** 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.

8. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Indiana Utilities Regulatory 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 _____ day of _____, 2004, by **SBC Indiana**, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Hancock Communications, Inc.

**Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
authorized agent**

By: _____

By: _____

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Title: _____

Title: *For/* President – Industry Markets

(Print or Type)

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

**IURC JANUARY 5, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This IURC January 5, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the “**Amendment**”) is being entered into by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ (“**SBC Indiana**”) and Hancock Communications, Inc. (“**CLEC**”).

WHEREAS, SBC Indiana and CLEC are parties to an Interconnection Agreement which was previously submitted to the Indiana Utility Regulatory Commission’s (“IURC”) for approval, as may have been amended prior to this Amendment (the “**Agreement**”);

WHEREAS, the IURC issued an order (“Order”) in Cause No. 42393, on January 5, 2004, setting forth in certain Indiana-specific prices and other requirements pertaining to unbundled network elements (“UNEs”) that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order;

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 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.
- 1.3 The term “UNE-P” refers to “Unbundled Network Element-Platform” as used in the Order.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Hereby deleted by this Amendment are those provisions in the Agreement, if any, pertaining to an “interim” form of unbundled shared transport that arose from *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, including Paragraph 55 of Appendix C of the Memorandum Opinion and Order, FCC 99-279 (rel. October 8, 1999), issued in that proceeding (such form is typically referred to as “Interim Shared Transport”, “IST”, and when provided with unbundled local switching, “ULS-IST”).
 - 2.1.2 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporate herein).

¹ Indiana Bell Telephone Company Incorporated (“Indiana Bell”), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names “SBC Indiana” and “SBC Ameritech Indiana”, pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- 2.1.2.1 Nothing in this Amendment shall affect the application of termination liability charges and the like as a result of the reconfigurations, including, without limitation, those that may be applicable under Tariff FCC No. 2 (Interstate Access), Tariff IURC No. 20R, Part 21, Section 2 (Intrastate Access), and/or the telecommunications carrier's contract, as appropriate, including charges for early termination of special access arrangement. Further, nothing in this Amendment affects the continued application of the FCC's Supplemental Order Clarification (including conversion of special access service reconfigurations to EELs).
- 2.1.3 Subject to Section 2.3, the new rates and rate structures shall begin to apply prospectively, beginning on January 5, 2004.
- 2.1.3.1 CLEC understands and acknowledges that, as of January 5, 2004, SBC Indiana's billing systems are unable to accommodate some of the rate structures and billing ordered by the IURC in the Order for certain items, and that SBC Indiana is not able initially to render a bill for those certain affected items ("Affected Items") in the manner SBC Indiana intends to eventually. SBC Indiana may (and is planning) to adopt interim measures in order to render a bill to CLEC for some or all of the Affected Items in advance of system changes, and CLEC shall pay the charges for the Affected Items billed using such interim measures. Details regarding any interim measures will be made available via Accessible Letter(s). The inability or other failure by SBC Indiana to bill CLEC for any Affected Item(s) shall not in any event act as a waiver by SBC Indiana of its right to subsequently bill for any Affected Item(s) at the rates and rate structures included in this Amendment, or relieve CLEC of its obligation to pay those charges when rendered, on a retroactive basis and/or a prospective basis as provided in the Order. SBC Indiana may also notify CLEC via Accessible Letter when it is able to render a bill for an Affected Item(s). Upon implementation of the new rate structures and billing for the Affected Item(s), SBC Indiana shall bill, and CLEC shall pay the prices and charges established by the IURC for the Affected Item(s) on a retroactive and/or prospective basis as provided in the Order without need for any additional amendment (including regardless of any provisions applicable to billing, including time/timing limitations and/or restrictions and processes, that might be set forth in or otherwise applicable under or to the Agreement or such billing). SBC Indiana's provisioning of such orders for the Affected Item(s) is expressly subject to this Section 2.1.3.1 and in no way constitutes a waiver of SBC Indiana's right to bill, charge for and collect payment for all such Affected Item(s), as more specifically set forth above.
- 2.1.4 For CLEC to have a special access service reconfigured to a UNE combination and/or to order a new premises-to-premises UNE combination, the Agreement must contain all the UNEs needed for the particular UNE combination being sought, as well as provisions specifically addressing such special access-to-EEL reconfigurations or new UNE combinations, as the case may be. Until the Agreement contains those necessary provisions, no such reconfiguration and/or new UNE combinations can be ordered or otherwise implemented.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under IURC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.3 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between CLEC and SBC Indiana following IURC approval or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law, or (ii) January 5, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after January 5, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment

and any other amendment) became effective between the Adopting CLEC and SBC Indiana following the IURC's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be ten (10) calendar days after the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; 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.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 The Parties acknowledge and agree that this Amendment is the result of IURC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also 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.

6. RESERVATIONS OF RIGHTS

6.1 Notwithstanding any other provision of the Agreement, the rates added to the Agreement by this Amendment are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the relevant IURC's rate orders are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions. In any such event, such rates automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action. In the event of such an expiration, the rates so expired shall be automatically replaced by the rates in effect between the Parties immediately prior to this Amendment shall again apply. Such automatic replacement shall not require any further amendment to the Agreement, and shall be done without prejudice to any true-up under or retroactive application of such replacement rates.

6.2 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: 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 ("USTA") v. FCC*, 290 F.3d

415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-Indiana 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. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that SBC-Indiana has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an SBC-Indiana state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC-Indiana's right to exercise its option at any time to adopt on a date specified by SBC-Indiana 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by 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.

- 6.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.4 Notwithstanding this Amendment and without limiting Section 6.3, SBC Indiana (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other IURC order (including the Indiana-specific requirements regarding wholesale subject matters addressed therein). SBC Indiana (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.
- 6.5 Sections 6.1, 6.2, 6.3, and 6.4 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

- 7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 7.2 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.
- 7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Hancock Communications, Inc.

**Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
Authorized Agent**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A

INDIANA							
SBC Generic Rates			USOC	Recurring		Non-Recurring	
				Monthly		First	Additional
UNBUNDLED NETWORK ELEMENTS							
Unbundled Loops							
	2-Wire Analog - Rural (Rate Class 1) /3/		U2HX1	\$	11.50	See NRC prices below	
	2-Wire Analog - Suburban (Rate Class 2) /3/		U2HX2	\$	12.50	See NRC prices below	
	2-Wire Analog - Metro (Rate Class 3) /3/		U2HX3	\$	12.00	See NRC prices below	
	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)		U2WX1	\$	9.57	See NRC prices below	
	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)		U2WX2	\$	8.90	See NRC prices below	
	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)		U2WX3	\$	8.84	See NRC prices below	
	2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/		U2JX1	\$	11.67	See NRC prices below	
	2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/		U2JX2	\$	13.01	See NRC prices below	
	2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/		U2JX3	\$	12.63	See NRC prices below	
	2-Wire COPTS Coin - Rural (Rate Class 1) /3/		U2CX1	\$	12.00	See NRC prices below	
	2-Wire COPTS Coin - Suburban (Rate Class 2) /3/		U2CX2	\$	13.46	See NRC prices below	
	2-Wire COPTS Coin - Metro (Rate Class 3) /3/		U2CX3	\$	13.07	See NRC prices below	
	2-Wire EKL - Rural (Rate Class 1) /3/		U2KX1	\$	13.17	See NRC prices below	
	2-Wire EKL - Suburban (Rate Class 2) /3/		U2KX2	\$	15.09	See NRC prices below	
	2-Wire EKL - Metro (Rate Class 3) /3/		U2KX3	\$	14.66	See NRC prices below	
	Conditioning for dB Loss						
	4-Wire Analog - Rural (Rate Class 1) /3/		U4HX1	\$	27.28	See NRC prices below	
	4-Wire Analog - Suburban (Rate Class 2) /3/		U4HX2	\$	31.49	See NRC prices below	
	4-Wire Analog - Metro (Rate Class 3) /3/		U4HX3	\$	30.59	See NRC prices below	
	2-Wire Digital - Rural (Rate Class 1) /3/		U2QX1	\$	16.00	See NRC prices below	
	2-Wire Digital - Suburban (Rate Class 2) /3/		U2QX2	\$	19.48	See NRC prices below	
	2-Wire Digital - Metro (Rate Class 3) /3/		U2QX3	\$	18.19	See NRC prices below	
	4-Wire Digital - Rural (Rate Class 1) /3/		4U1X1	\$	37.04	See NRC prices below	
	4-Wire Digital - Suburban (Rate Class 2) /3/		4U1X2	\$	39.35	See NRC prices below	
	4-Wire Digital - Metro (Rate Class 3) /3/		4U1X3	\$	46.10	See NRC prices below	
	DS3 Loop - Rural (Rate Class 1) /3/		U4D31	\$	469.53	See NRC prices below	
	DS3 Loop - Suburban (Rate Class 2) /3/		U4D32	\$	447.20	See NRC prices below	
	DS3 Loop - Metro (Rate Class 3) /3/		U4D33	\$	431.98	See NRC prices below	
DSL Capable Loops							
2-Wire xDSL Loop							
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLA1	\$	9.33	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLA2	\$	10.45	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLA3	\$	9.84	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLC1	\$	9.33	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLC2	\$	10.45	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLC3	\$	9.84	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLB1	\$	9.33	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLB2	\$	10.45	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLB3	\$	9.84	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLD1	\$	9.33	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLD2	\$	10.45	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLD3	\$	9.84	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		UWRA1	\$	9.33	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		UWRA2	\$	10.45	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		UWRA3	\$	9.84	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/		2SLF1	\$	9.33	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/		2SLF2	\$	10.45	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/		2SLF3	\$	9.84	See NRC prices below	
4-Wire xDSL Loop							
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/		4SL11	\$	16.95	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/		4SL12	\$	19.08	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/		4SL13	\$	18.18	See NRC prices below	

TBD - To Be Det
 ICB - Ind Case Basis
 NA - Not App

INDIANA	USOC	Recurring		Non-Recurring	
		Monthly		First	Additional
SBC Generic Rates					
IDSL Capable Loop					
IDSL Loop Class 1 - Rural /3/	UY5F1	\$	9.33	See NRC prices below	
IDSL Loop Class 2 - Suburban /3/	UY5F2	\$	10.45	See NRC prices below	
IDSL Loop Class 3 - Metro /3/	UY5F3	\$	9.84	See NRC prices below	
Loop Non-Recurring Charges (Excluding DS3)					
Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP		N/A	\$	6.83 N/A
Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE			\$	4.29
Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9		N/A	\$	6.83 N/A
Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP			\$	6.43
Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC		N/A	\$	22.48 N/A
Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$	7.42
Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5		N/A		\$ 15.55
Res/Bus Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 4.81
DS I Service Provisioning, Initial, Install /3/	PENDING			\$	142.36
DS 1 Service Provisioning, Initial, Disconnect /3/	PENDING			\$	20.51
DS 1 Service Provisioning, Additional, Install /3/	PENDING				\$ 96.33
DSI Service Provisioning, Additional, Disconnect /3/	PENDING				\$ 16.25
DS1 Loop, Administrative Activity, Install /3/	NR9OR			\$	10.65
DS1 Loop, Administrative Activity, Disconnect /3/	NR9OT			\$	4.86
DS3 Loop Non-Recurring Charges					
DS3 Loop, Administrative Activity, Install /3/	NR9OY		N/A	\$	10.65 N/A
Design & Central Office	NR9O1		N/A	\$	525.79 N/A
Customer Connection	NR9O3		N/A	\$	187.37 N/A
DS3 Service Provisioning, Initial, Install /3/	PENDING			\$	151.68
DS3 Service Provisioning, Initial, Disconnect /3/	PENDING			\$	20.89
DS3 Service Provisioning, Additional, Install /3/	PENDING				\$ 70.41
DS3 Service Provisioning, Additional, Disconnect /3/	PENDING				\$ 16.63
DS3 Loop, Administrative Activity, Disconnect /3/	NR9OZ			\$	4.86
Enhanced Extended Loop (EEL) Service Order per LSR					
Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	PENDING			\$	6.89
Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$	4.20
Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 6.14
Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	PENDING			\$	51.78
Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$	34.80
Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 48.55
Electronic, DSI Loop, Establishment Request, Install /3/	PENDING			\$	11.39
Electronic, DS I Loop, Establishment Request, Disconnect /3/	PENDING			\$	6.00
Electronic, DSI Loop, Subsequent Order /3/	PENDING				\$ 6.14
Manual, DSI Loop, Establishment Request, Install /3/	PENDING			\$	57.23
Manual, DSI Loop, Establishment Request, Disconnect /3/	PENDING			\$	34.80
Manual, DSI Loop, Subsequent Order /3/	PENDING				\$ 48.55
Electronic, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$	12.63
Electronic, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$	6.69
Manual, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$	60.35
Manual, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$	35.48
Electronic, Non-channelized DS 1 EEL, Establishment Request, Install /3/	PENDING			\$	11.39
Electronic, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	PENDING			\$	6.00
Manual, Non-channelized DS 1 EEL, Establishment Reauest, Install /3/	PENDING			\$	57.23
Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	PENDING			\$	34.80
Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$	12.63
Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$	6.69
Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$	60.35
Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$	35.48
Enhanced Extended Loop (EEL) New Combination per Element					
2Wire Analog Loop Connection, Initial, Install /3/	PENDING			\$	91.87
2- Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$	15.48
2-Wire Analog(Loop Connection, Additional, Install /3/	PENDING				\$ 66.36

INDIANA	SBC Generic Rates	USOC	Recurring		Non-Recurring	
			Monthly		First	Additional
*/	2-Wire Analog/ Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.55
*/	4-Wire Analog/ Loop Connection, Initial, Install /3/	PENDING			\$ 93.41	
*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$ 17.04	
*/	4-Wire Analog Loop Connection, Additional, Install /3/	PENDING				\$ 67.89
*/	4-Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING				\$ 12.11
*/	2-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 100.08	
*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 14.98	
*/	2-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 66.20
*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.05
*/	4-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 149.73	
*/	4-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 24.23	
*/	4-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 101.19
*/	4-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 19.77
*/	CO Multiplexing, DS1 to Voice, Initial, Install /3/	PENDING			\$ 89.92	
*/	CO Multiplexing, DSI to Voice, Initial, Disconnect /3/	PENDING			\$ 20.58	
*/	CO Multiplexing, DSI to Voice, Additional, Install /3/	PENDING				\$ 47.86
*/	CO Multiplexing, DSI to Voice, Additional, Disconnect /3/	PENDING				\$ 15.71
*/	DS 1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 148.01	
*/	DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 104.44
*/	DS 1 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 197.77	
*/	DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 128.18
*/	DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 199.34	
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, disconnect /3/	PENDING			\$ 42.37	
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Addtl, install /3/	PENDING				\$ 128.38
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	PENDING				\$ 34.03
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	PENDING			\$ 251.22	
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	PENDING			\$ 42.37	
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	PENDING				\$ 162.29
*/	4-Wire DSI Digital Loop to DSI Dedicated Transport Non-collocated, additional, Disconnect /3/	PENDING				\$ 34.03
*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 158.40	
*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 82.93
*/	DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING				\$ 34.03
*/	DS3 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 214.23	
*/	DS3 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS3 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 105.03
*/	DS3 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	Clear Channel Capability, Initial, Install /3/	PENDING			\$ 89.46	
*/	Clear Channel Capability, Additional, Install /3/	PENDING				\$ 24.26
Special Access to Une Conversion per Activity						
*/	Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/	PENDING			\$ 83.69	
*/	Channelized Facilit from Cage, DS1 ,Demarcation Re-Tag Charge /3/	PENDING				N/A
*/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
*/	Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/	PENDING				N/A
*/	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING				N/A
*/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING				N/A
*/	Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING				N/A
*/	Channelized Facility from POP, DS1, Design and Coordination charge /3/	PENDING			\$ 83.69	
*/	Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING				N/A
*/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
*/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING				N/A
*/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/	PENDING				N/A

TBD - To Be Det
 ICB - Ind Case Basis
 NA - Not App

INDIANA		USOC	Recurring		Non-Recurring	
SBC Generic Rates			Monthly		First	Additional
	ISDN - Direct Port - Custom (BRI) - per telephone number	UZN	\$ 0.01			
	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Initial /3/	REAKB			\$ 20.65	
/	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Additional /3/	PENDING				\$ 2.83
UNE-P Port Charge						
	Basic Line Port- RES /3/ /4/	UJR	\$ 2.98		\$ 0.58	\$ 0.58
	Basic Line Port- BUS /3/ /4/	UPC	\$ 2.98		\$ 0.58	\$ 0.58
/	Basic Line Port, Disconnect per Port, Disconnect /3/	PENDING			\$ 0.18	\$ 0.18
	Analog Line Port-PBX 2W /3/	UVL	\$ 5.34		\$ 0.58	\$ 0.58
	Analog Line Port-PBX 1W In /3/	U1L	\$ 5.34		\$ 0.58	\$ 0.58
	Analog Line Port-PBX 1W Out /3/	UOL	\$ 5.34		\$ 0.58	\$ 0.58
	Ground Start Port-PBX 2W Install per port, Install/3/	UPZ	\$ 5.77		\$ 0.58	\$ 0.58
	Ground Start Line Port, Disconnect per Port, Disconnect /3/	NR9FP			\$ 0.18	\$ 0.18
	Ground Start Port-PBX 1W In /3/	U1Z	\$ 5.77		\$ 0.58	\$ 0.58
	Ground Start Port-PBX 1W Out /3/	UOZ	\$ 5.77		\$ 0.58	\$ 0.58
	DID Trunk Port per Port Channel, Initial, Install /3/	UPR	\$ 10.69		\$ 77.42	N/A
	DID Trunk Port - Add / Rearrange each Termination /3/	REAJG	N/A		\$ 20.65	N/A
	DID Trunk Port per Port Channel, Initial, Disconnect /3/	NR9FR			\$ 36.11	
/	DID Trunk Port per Port Channel, Additional, Install /3/	PENDING				\$ 5.43
/	DID Trunk Port per Port Channel, Additional, Disconnect /3/	PENDING				\$ 2.83
/	DID Trunk Port Add/Rearrange per Termination, Additional	PENDING				\$ 2.83
	ISDN Direct Port Install per Port, Install/3/	U2P	\$ 27.54		\$ 7.89	\$ 7.89
	ISDN Direct Port, Disconnect per Port, Disconnect/3/	NR9FQ			\$ 7.89	\$ 7.89
	ISDN BRI Port - Custom /3/	U25	\$ 27.54		\$ 7.89	\$ 7.89
	Centrex Basic Line Port install per port, Install/3/	U3XAA-CA	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install/3/	U3XAB-CB	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install/3/	U3XAD-CD	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port install per port, Install/3/	U3XAE-CE	\$ 9.61		\$ 0.58	\$ 0.58
	Centrex Basic Line Port, Disconnect per Port, Disconnect /3/	NR9F9			\$ 0.18	\$ 0.18
/	Centrex ISDN BRI Port - National	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
/	Centrex ISDN Line Port - Custom	PENDING	\$ 45.03		\$ 7.89	\$ 7.89
	Centrex ISDN Line Port, Disconnect Per Port, Disconnect /3/	NR9VT			\$ 7.89	\$ 7.89
	Centrex EKL Line Port Install per Port, Install /3/	U3XAC-CC	\$ 28.09		\$ 4.02	\$ 4.02
	Centrex EKL Line Port Disconnect per Port, Disconnect /3/	NR9VU			\$ 3.81	\$ 3.81
	Centrex Attendant Console Line Port Install, per Port Install/3/	U6A	\$ 88.62		\$ 1.75	\$ 1.75
	Centrex Attendant Console Line Port Disconnect, per Port, Disconnect/3/	NR9VW			\$ 0.55	\$ 0.55
	ISDN Prime Trunk Port National, Install per Port, Install /3/	UZQZD			\$ 149.64	\$ 149.64
	ISDN Prime Trunk Port Custom, Install per Port, Install /3/	UZPZD			\$ 149.64	\$ 149.64
	ISDN Prime Trunk Port, Disconnect per Port, Disconnect /3/	NR9FU			\$ 67.06	\$ 67.06
	Digital Trunking Trunk Port, Install per Port, Install /3/	U9Z			\$ 77.42	\$ 77.42
	Digital Trunking Trunk Port, Disconnect per Port, Disconnect /3/	NR9FY			\$ 36.11	\$ 36.11
	ULS Trunk Port, Install per Port, Install /3/	UROPT			\$ 77.42	\$ 77.42
	ULS Trunk Port, Disconnect per Port, Disconnect /3/	NR9FZ			\$ 36.11	\$ 36.11
ULS and ULS-ST Port Non-Recurring Charges						
	Service Order - Line Port, per occasion /1/	NR9UU	NA		\$ 14.14	NA
/	Service Order - Subsequent - Basic - /3/	PENDING	NA		\$ 1.49	\$ 1.49
/	Service Order - Subsequent - Complex /3/	PENDING			\$ 55.83	\$ 55.83
/	Service Order - Subsequent - ULS Trunk Port /3/	PENDING			\$ 55.83	\$ 55.83
	Service Order - Trunk Port, per occasion	NR9UG	NA		\$ 324.65	NA
/	Service Order - Record Order, per occasion, Basic Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/	Service Order - Record Order, per occasion, Complex Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
/	Service Order - Record Order, per occasion, ULS Trunk Port /3/	PENDING	NA		\$ 10.86	\$ 10.86
	Port Conversion per Change /3/	REAKD	NA		\$ 0.41	\$ 0.41
Unbundled Port Features (ULS & UNE P)						
	Basic Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$ 0.30	
/	Basic Port Feature Add/Change Translation Charge Connect - Additional /3/	PENDING				\$ 0.30
/	Basic Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$ 0.30	

INDIANA		USOC	Recurring		Non-Recurring	
SBC Generic Rates			Monthly		First	Additional
*/	Basic Port Feature Add/Change Translation Charge Disconnect - Additional /3/	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Additional /3/	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect-Initial /3/	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect- Additional/3/	PENDING			\$	0.30
*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$	0.62
*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Additional /3/	PENDING			\$	0.62
*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Initial /3/	PENDING			\$	0.62
*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Additional /3/	PENDING			\$	0.62
*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$	21.77
*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Additional /3/	PENDING			\$	21.77
*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$	21.77
*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Additional /3/	PENDING			\$	21.77
*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$	15.51
*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Additional /3/	PENDING			\$	15.51
*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Initial /3/	PENDING			\$	15.51
*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Additional /3/	PENDING			\$	15.51
*/	DS1/ ULS Trunk Port Feature Add/Change Translation Charge Connect /3/	PENDING			\$	15.51
*/	DS1/ ULS Trunk Port Feature Add/Change Translation Charge disconnect /3/	PENDING			\$	15.51
Unbundled Loops per Loop (XPU)						
	New UNE-P Line Connection Charge, Initial, Install /3/	SEPUC			\$	14.34
*/	New UNE-P Line Connection Charge, Additional, Install /3/	PENDING			\$	8.77
	New UNE-P Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$	4.25
*/	New UNE-P Line Connection Charge, Additional, Disconnect /3/	PENDING			\$	2.68
	DS 1 Service Provisioning, Initial, Install/3/	NR9OU			\$	142.36
	DS 1 Service Provisioning, Initial, Disconnect /3/	NR9OV			\$	20.51
UNE Platform Migration Charges						
	Manual UNE-POTS, Install /3/	NHCMQ			\$	24.21
*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$	11.92
*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$	35.76
*/	Manual UNE-P non-POTS, Disconnect /3/	PENDING			\$	15.98
*/	Electronic UNE-P POTS, Install /3/	PENDING			\$	1.59
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$	0.72
*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$	4.12
*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$	1.89
	POTS/ ISDN-BRI Migration Charge /3/	NRMGO	N/A		\$	1.59
UNE - P Service Order Charge (New Combination)						
*/	Manual UNE-P POTS, Install /3/	PENDING			\$	28.45
*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$	11.92
*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$	65.55
*/	Manual Non-POTS -Disconnect /3/	PENDING			\$	15.98
*/	Electronic POTS, Install /3/	NRMGP			\$	2.48
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$	0.72
*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$	6.85
*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$	1.89
Subsequent, suspend or Restore, and Record UNE-P Service orders per LSR						
	Basic Line Port, subsequent Request, suspend or Restoral Only /3/	NR9UV			\$	0.79
*/	Basic Line Port, subsequent Request, Miscellaneous change /3/	PENDING			\$	0.63
	Basic Line Port, Record Request /3/	NR9F6			\$	5.09
	Complex Line Port, Record Request /3/	NR9F7			\$	21.10
	Trunk Port, Record Request /3/	NR9F8			\$	21.10
Unbundled Switch Port - Vertical Features						
Analog Line Port Features (per feature per port):						
	Call Waiting		\$	-	NA	
	Call Forwarding Variable		\$	-	NA	
	Call Forwarding Busy Line		\$	-	NA	
	Call Forwarding Don't Answer		\$	-	NA	

TBD - To Be Det
 ICB - Ind Case Basis
 NA - Not App

INDIANA BELL
 TEL CO INC d/b/a
 SBC INDIANA
 April 27, 2004

IN 42393 RATES
 SBC INDIANA/HANCOCK

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
	Three-Way Calling		\$ -		NA	
	Speed Calling - 8		\$ -		NA	
	Speed Calling - 30		\$ -		NA	
	Auto Callback/Auto Redial		\$ -		NA	
	Distinctive Ring/Priority Call		\$ -		NA	
	Selective Call Rejection/Call Blocker		\$ -		NA	
	Auto Recall/Call Return		\$ -		NA	
	Selective Call Forwarding		\$ -		NA	
	Calling Number Delivery		\$ -		NA	
	Calling Name Delivery		\$ -		NA	
	Calling Number/Name Blocking		\$ -		NA	
Analog Trunk Port Features (per feature per port)						
	DID #s - per telephone number	UDM	\$ 0.01		NA	
	DID #S - per telephone number - ISDN	UZN	\$ 0.01		NA	
Unbundled Centrex System Options						
	System Initial Establishment per Serving Office - Analog Only	SEPUS	NA		\$ 407.35	NA
	System Initial Establishment per Serving Office - Analog/ISDN BRI mix	SEPUS	NA		\$ 407.35	NA
	System Initial Establishment per Serving Office - ISDN BRI Only	SEPUS	NA		\$ 407.35	NA
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog only system/3/	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog/ISDN BRI mixed system /3/	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex System Features Change or Rearrangement, per feature, per occasion - ISDN BRI only system /3/	REAJY	NA		\$ 46.49	\$ 46.49
Analog Line Port (ALP) Features for Unbundled Centrex						
	Centrex System Feature Activation, per feature, per occasion, Install/3/	NR9UE	\$ -		\$ 46.49	\$ 46.49
/1/	Centrex System Feature Activation, per feature, per occasion, Disconnect /3/	PENDING			\$ 46.49	\$ 46.49
System Features (per Centrex Common Block):						
	Centrex Common Block Establishment, per Common Block, Install /3/	USFCB	\$ 310.38		NA	
/1/	Centrex Common Block Establishment, per Common Block, Disconnect/3/	USFCB			\$ 108.43	\$ 108.43
/1/	Centrex Common Block Establishment, per Common Block, Disconnect/3/	PENDING			\$ 77.45	\$ 77.45
/1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana.					
/2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
/3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
/1/	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter.					
	Please contact your SBC Indiana local wholesale account manager with questions.					

**IURC JANUARY 5, 2004 ORDER AMENDMENT
TO THE INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This IURC January 5, 2004 Order Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") is being entered into by and between Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana¹ ("**SBC Indiana**") and Hancock Communications, Inc. ("**CLEC**").

WHEREAS, SBC Indiana and CLEC are parties to an Interconnection Agreement which was previously submitted to the Indiana Utility Regulatory Commission's ("IURC") for approval, as may have been amended prior to this Amendment (the "**Agreement**");

WHEREAS, the IURC issued an order ("Order") in Cause No. 42393, on January 5, 2004, setting forth in certain Indiana-specific prices and other requirements pertaining to unbundled network elements ("UNEs") that are included in the Agreement;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement of new prices such as those established by the Order;

WHEREAS, based on the foregoing and except as may be otherwise expressly noted, the Parties are entering into this Amendment to incorporate pricing changes into the Agreement, subject to the reservation of rights and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 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.
- 1.3 The term "UNE-P" refers to "Unbundled Network Element-Platform" as used in the Order.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 Hereby deleted by this Amendment are those provisions in the Agreement, if any, pertaining to an "interim" form of unbundled shared transport that arose from *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, including Paragraph 55 of Appendix C of the Memorandum Opinion and Order, FCC 99-279 (rel. October 8, 1999), issued in that proceeding (such form is typically referred to as "Interim Shared Transport", "IST", and when provided with unbundled local switching, "ULS-IST").
 - 2.1.2 Solely to conform the Agreement to effectuate certain pricing changes established by the Commission, the Agreement is amended to add the attached pricing schedule labeled Attachment A (which is incorporate herein).

¹ Indiana Bell Telephone Company Incorporated ("Indiana Bell"), an Indiana corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Indiana Bell offers telecommunications services and operates under the names "SBC Indiana" and "SBC Ameritech Indiana", pursuant to assumed name filings with the State of Indiana. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- 2.1.2.1 Nothing in this Amendment shall affect the application of termination liability charges and the like as a result of the reconfigurations, including, without limitation, those that may be applicable under Tariff FCC No. 2 (Interstate Access), Tariff IURC No. 20R, Part 21, Section 2 (Intrastate Access), and/or the telecommunications carrier's contract, as appropriate, including charges for early termination of special access arrangement. Further, nothing in this Amendment affects the continued application of the FCC's Supplemental Order Clarification (including conversion of special access service reconfigurations to EELs).
- 2.1.3 Subject to Section 2.3, the new rates and rate structures shall begin to apply prospectively, beginning on January 5, 2004.
- 2.1.3.1 CLEC understands and acknowledges that, as of January 5, 2004, SBC Indiana's billing systems are unable to accommodate some of the rate structures and billing ordered by the IURC in the Order for certain items, and that SBC Indiana is not able initially to render a bill for those certain affected items ("Affected Items") in the manner SBC Indiana intends to eventually. SBC Indiana may (and is planning) to adopt interim measures in order to render a bill to CLEC for some or all of the Affected Items in advance of system changes, and CLEC shall pay the charges for the Affected Items billed using such interim measures. Details regarding any interim measures will be made available via Accessible Letter(s). The inability or other failure by SBC Indiana to bill CLEC for any Affected Item(s) shall not in any event act as a waiver by SBC Indiana of its right to subsequently bill for any Affected Item(s) at the rates and rate structures included in this Amendment, or relieve CLEC of its obligation to pay those charges when rendered, on a retroactive basis and/or a prospective basis as provided in the Order. SBC Indiana may also notify CLEC via Accessible Letter when it is able to render a bill for an Affected Item(s). Upon implementation of the new rate structures and billing for the Affected Item(s), SBC Indiana shall bill, and CLEC shall pay the prices and charges established by the IURC for the Affected Item(s) on a retroactive and/or prospective basis as provided in the Order without need for any additional amendment (including regardless of any provisions applicable to billing, including time/timing limitations and/or restrictions and processes, that might be set forth in or otherwise applicable under or to the Agreement or such billing). SBC Indiana's provisioning of such orders for the Affected Item(s) is expressly subject to this Section 2.1.3.1 and in no way constitutes a waiver of SBC Indiana's right to bill, charge for and collect payment for all such Affected Item(s), as more specifically set forth above.
- 2.1.4 For CLEC to have a special access service reconfigured to a UNE combination and/or to order a new premises-to-premises UNE combination, the Agreement must contain all the UNEs needed for the particular UNE combination being sought, as well as provisions specifically addressing such special access-to-EEL reconfigurations or new UNE combinations, as the case may be. Until the Agreement contains those necessary provisions, no such reconfiguration and/or new UNE combinations can be ordered or otherwise implemented.
- 2.2 This Amendment is provided as a means by which the Parties, which have an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under IURC orders. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.
- 2.3 Notwithstanding anything to the contrary, including anything in the Agreement or this Amendment (including Section 2.1.3 hereof), in no event shall this Amendment result in the retroactive application of any rate or rate structure back to any date earlier than the most recent of the following: (i) the actual date that the Agreement became effective between CLEC and SBC Indiana following IURC approval or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law, or (ii) January 5, 2004. By way of example only and without limiting the foregoing, if CLEC adopted the Agreement (including, as applicable, this Amendment and any other amendment) ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i) after January 5, 2004, the rate changes implemented by this Amendment could only apply under that Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment

and any other amendment) became effective between the Adopting CLEC and SBC Indiana following the IURC's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such IURC approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate change could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be ten (10) calendar days after the IURC approves this Amendment under Section 252(e) of the Act or, absent such IURC approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment. In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the IURC, 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 IURC; 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.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 The Parties acknowledge and agree that this Amendment is the result of IURC rate orders and solely addresses pricing. Accordingly, the Parties further acknowledge and agree that no aspect of this Amendment qualify for portability into Illinois or any other state under 220 ILCS 5/13-801(b) ("Illinois Law"), Condition 27 of the Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555 ("Condition 27") or any other state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The Parties also 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.

6. RESERVATIONS OF RIGHTS

6.1 Notwithstanding any other provision of the Agreement, the rates added to the Agreement by this Amendment are expressly conditional and are valid and binding only so long as no court or agency has ruled that the relevant provisions of the relevant IURC's rate orders are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions. In any such event, such rates automatically expire and are no longer available upon and to the extent of any such ruling or injunctive action. In the event of such an expiration, the rates so expired shall be automatically replaced by the rates in effect between the Parties immediately prior to this Amendment shall again apply. Such automatic replacement shall not require any further amendment to the Agreement, and shall be done without prejudice to any true-up under or retroactive application of such replacement rates.

6.2 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: 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 ("USTA") v. FCC, 290 F.3d

415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in *USTA v. FCC*, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; 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 on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC INDIANA 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 the MFN Agreement 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 INDIANA has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Indiana, 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 INDIANA's right to exercise its option at any time to adopt on a date specified by SBC INDIANA 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 this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by 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.

- 6.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any other IURC order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
- 6.4 Notwithstanding this Amendment and without limiting Section 6.3, SBC Indiana (and its affiliates) is not waiving its rights, abilities, remedies or arguments with respect to the non-applicability of, and interaction between, the Telecommunications Act of 1996 (including Sections 251 and 252) to the Order or any other IURC order (including the Indiana-specific requirements regarding wholesale subject matters addressed

therein). SBC Indiana (and its affiliates) fully reserves its rights to raise and take any position with respect thereto, and to pursue such rights, abilities, remedies and arguments.

6.5 Sections 6.1, 6.2, 6.3, and 6.4 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

7. MISCELLANEOUS

7.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 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.

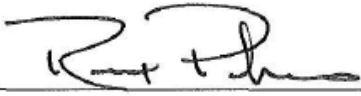
7.3 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

7.4 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date"; provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.3 and 2.3 of this Amendment.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

Hancock Communications, Inc.

Indiana Bell Telephone Company Incorporated d/b/a
SBC Indiana by SBC Telecommunications, Inc., its
Authorized Agent

By:  _____

By:  _____
Larry B. Cooper

Printed: Rex Pasko

Printed: _____

Title: President

Title: *For/* President – Industry Markets

Date: June 30, 2004

Date: JUL 2 2004

FACILITIES-BASED OCN # 7459

ACNA DVF

ATTACHMENT A

INDIANA						
SBC Generic Rates		USOC	Recurring		Non-Recurring	
			Monthly		First	Additional
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Rate Class 1) /3/	U2HX1	\$	11.50	See NRC prices below	
	2-Wire Analog - Suburban (Rate Class 2) /3/	U2HX2	\$	12.50	See NRC prices below	
	2-Wire Analog - Metro (Rate Class 3) /3/	U2HX3	\$	12.00	See NRC prices below	
	2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	\$	9.57	See NRC prices below	
	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	\$	8.90	See NRC prices below	
	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	\$	8.84	See NRC prices below	
	2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/	U2JX1	\$	11.67	See NRC prices below	
	2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/	U2JX2	\$	13.01	See NRC prices below	
	2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/	U2JX3	\$	12.63	See NRC prices below	
	2-Wire COPTS Coin - Rural (Rate Class 1) /3/	U2CX1	\$	12.00	See NRC prices below	
	2-Wire COPTS Coin - Suburban (Rate Class 2) /3/	U2CX2	\$	13.46	See NRC prices below	
	2-Wire COPTS Coin - Metro (Rate Class 3) /3/	U2CX3	\$	13.07	See NRC prices below	
	2-Wire EKL - Rural (Rate Class 1) /3/	U2KX1	\$	13.17	See NRC prices below	
	2-Wire EKL - Suburban (Rate Class 2) /3/	U2KX2	\$	15.09	See NRC prices below	
	2-Wire EKL - Metro (Rate Class 3) /3/	U2KX3	\$	14.66	See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Rate Class 1) /3/	U4HX1	\$	27.28	See NRC prices below	
	4-Wire Analog - Suburban (Rate Class 2) /3/	U4HX2	\$	31.49	See NRC prices below	
	4-Wire Analog - Metro (Rate Class 3) /3/	U4HX3	\$	30.59	See NRC prices below	
	2-Wire Digital - Rural (Rate Class 1) /3/	U2QX1	\$	16.00	See NRC prices below	
	2-Wire Digital - Suburban (Rate Class 2) /3/	U2QX2	\$	19.48	See NRC prices below	
	2-Wire Digital - Metro (Rate Class 3) /3/	U2QX3	\$	18.19	See NRC prices below	
	4-Wire Digital - Rural (Rate Class 1) /3/	4U1X1	\$	37.04	See NRC prices below	
	4-Wire Digital - Suburban (Rate Class 2) /3/	4U1X2	\$	39.35	See NRC prices below	
	4-Wire Digital - Metro (Rate Class 3) /3/	4U1X3	\$	46.10	See NRC prices below	
	DS3 Loop - Rural (Rate Class 1) /3/	U4D31	\$	469.53	See NRC prices below	
	DS3 Loop - Suburban (Rate Class 2) /3/	U4D32	\$	447.20	See NRC prices below	
	DS3 Loop - Metro (Rate Class 3) /3/	U4D33	\$	431.98	See NRC prices below	
DSL Capable Loops						
2-Wire xDSL Loop						
	PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLA1	\$	9.33	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLA2	\$	10.45	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLA3	\$	9.84	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLC1	\$	9.33	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLC2	\$	10.45	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLC3	\$	9.84	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLB1	\$	9.33	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLB2	\$	10.45	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLB3	\$	9.84	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLD1	\$	9.33	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLD2	\$	10.45	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLD3	\$	9.84	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	UWRA1	\$	9.33	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	UWRA2	\$	10.45	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	UWRA3	\$	9.84	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLF1	\$	9.33	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLF2	\$	10.45	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLF3	\$	9.84	See NRC prices below	
4-Wire xDSL Loop						
	PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/	4SL11	\$	16.95	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/	4SL12	\$	19.08	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/	4SL13	\$	18.18	See NRC prices below	

TBD - To Be Det
 ICB - Ind Case Basis
 NA - Not App

INDIANA		USOC	Recurring		Non-Recurring	
SBC Generic Rates			Monthly		First	Additional
IDSL Capable Loop						
	IDSL Loop Class 1 - Rural /3/	UY5F1	\$	9.33	See NRC prices below	
	IDSL Loop Class 2 - Suburban /3/	UY5F2	\$	10.45	See NRC prices below	
	IDSL Loop Class 3 - Metro /3/	UY5F3	\$	9.84	See NRC prices below	
Loop Non-Recurring Charges (Excluding DS3)						
	Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP		N/A	\$	6.83 N/A
	Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE			\$	4.29
	Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9		N/A	\$	6.83 N/A
	Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP			\$	6.43
	Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC		N/A	\$	22.48 N/A
	Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$	7.42
	Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5		N/A		\$ 15.55
*/	Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING				\$ 4.81
*/	DS I Service Provisioning, Initial, Install /3/	PENDING			\$	142.36
*/	DS 1 Service Provisioning, Initial, Disconnect /3/	PENDING			\$	20.51
*/	DS 1 Service Provisioning, Additional, Install /3/	PENDING				\$ 96.33
*/	DSI Service Provisioning, Additional, Disconnect /3/	PENDING				\$ 16.25
	DS1 Loop, Administrative Activity, Install /3/	NR9OR			\$	10.65
	DS1 Loop, Administrative Activity, Disconnect /3/	NR9OT			\$	4.86
DS3 Loop Non-Recurring Charges						
	DS3 Loop, Administrative Activity, Install /3/	NR9OY		N/A	\$	10.65 N/A
	Design & Central Office	NR9O1		N/A	\$	525.79 N/A
	Customer Connection	NR9O3		N/A	\$	187.37 N/A
*/	DS3 Service Provisioning, Initial, Install /3/	PENDING			\$	151.68
*/	DS3 Service Provisioning, Initial, Disconnect /3/	PENDING			\$	20.89
*/	DS3 Service Provisioning, Additional, Install /3/	PENDING				\$ 70.41
*/	DS3 Service Provisioning, Additional, Disconnect /3/	PENDING				\$ 16.63
	DS3 Loop, Administrative Activity, Disconnect /3/	NR9OZ			\$	4.86
Enhanced Extended Loop (EEL) Service Order per LSR						
*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	PENDING			\$	6.89
*/	Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$	4.20
*/	Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 6.14
*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	PENDING			\$	51.78
*/	Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	PENDING			\$	34.80
*/	Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	PENDING				\$ 48.55
*/	Electronic, DSI Loop, Establishment Request, Install /3/	PENDING			\$	11.39
*/	Electronic, DS I Loop, Establishment Request, Disconnect /3/	PENDING			\$	6.00
*/	Electronic, DSI Loop, Subsequent Order /3/	PENDING				\$ 6.14
*/	Manual, DSI Loop, Establishment Request, Install /3/	PENDING			\$	57.23
*/	Manual, DSI Loop, Establishment Request, Disconnect /3/	PENDING			\$	34.80
*/	Manual, DSI Loop, Subsequent Order /3/	PENDING				\$ 48.55
*/	Electronic, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$	12.63
*/	Electronic, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$	6.69
*/	Manual, DS I or DS3 Transport, Establishment ReQuest, Install /3/	PENDING			\$	60.35
*/	Manual, DSI or DS3 Transport, Establishment Request, Disconnect /3/	PENDING			\$	35.48
*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Install /3/	PENDING			\$	11.39
*/	Electronic, Non-channelized DS 1 EEL, Establishment Request, Disconnect /3/	PENDING			\$	6.00
*/	Manual, Non-channelized DS 1 EEL, Establishment Reauest, Install /3/	PENDING			\$	57.23
*/	Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	PENDING			\$	34.80
*/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$	12.63
*/	Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$	6.69
*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING			\$	60.35
*/	Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING			\$	35.48
Enhanced Extended Loop (EEL) New Combination per Element						
*/	2Wire Analog Loop Connection, Initial, Install /3/	PENDING			\$	91.87
*/	2-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$	15.48
*/	2-Wire Analog(Loop Connection, Additional, Install /3/	PENDING				\$ 66.36

INDIANA	SBC Generic Rates	USOC	Recurring		Non-Recurring	
			Monthly		First	Additional
*/	2-Wire Analog/ Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.55
*/	4-Wire Analog/ Loop Connection, Initial, Install /3/	PENDING			\$ 93.41	
*/	4-Wire Analog Loop Connection, Initial, Disconnect /3/	PENDING			\$ 17.04	
*/	4-Wire Analog Loop Connection, Additional, Install /3/	PENDING				\$ 67.89
*/	4-Wire Analog Loop Connection, Additional, Disconnect /3/	PENDING				\$ 12.11
*/	2-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 100.08	
*/	2-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 14.98	
*/	2-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 66.20
*/	2-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 10.05
*/	4-Wire Digital Loop Connection, Initial, Install /3/	PENDING			\$ 149.73	
*/	4-Wire Digital Loop Connection, Initial, Disconnect /3/	PENDING			\$ 24.23	
*/	4-Wire Digital Loop Connection, Additional, Install /3/	PENDING				\$ 101.19
*/	4-Wire Digital Loop Connection, Additional, Disconnect /3/	PENDING				\$ 19.77
*/	CO Multiplexing, DS1 to Voice, Initial, Install /3/	PENDING			\$ 89.92	
*/	CO Multiplexing, DS1 to Voice, Initial, Disconnect /3/	PENDING			\$ 20.58	
*/	CO Multiplexing, DS1 to Voice, Additional, Install /3/	PENDING				\$ 47.86
*/	CO Multiplexing, DS1 to Voice, Additional, Disconnect /3/	PENDING				\$ 15.71
*/	DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 148.01	
*/	DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS1 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 104.44
*/	DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 197.77	
*/	DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 128.18
*/	DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 199.34	
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 128.38
*/	4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 251.22	
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 162.29
*/	4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING			\$ 158.40	
*/	DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING				\$ 82.93
*/	DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	DS3 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING			\$ 214.23	
*/	DS3 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING			\$ 42.37	
*/	DS3 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING				\$ 105.03
*/	DS3 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING				\$ 34.03
*/	Clear Channel Capability, Initial, Install /3/	PENDING			\$ 89.46	
*/	Clear Channel Capability, Additional, Install /3/	PENDING				\$ 24.26
Special Access to Une Conversion per Activity						
*/	Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	PENDING			\$ 83.69	
*/	Channelized Facility from Cage, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A	
*/	Channelized Facility from Cage, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
*/	Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
*/	Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A	
*/	Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/	PENDING			N/A	
*/	Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
*/	Channelized Facility from POP, DS1, Design and Coordination charge /3/	PENDING			\$ 83.69	
*/	Channelized Facility from POP, DS1, Demarcation Re-Tag Charge /3/	PENDING			N/A	
*/	Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 66.64	
*/	Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
*/	Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from POP, DSO, Demarcation Re-Tag Charge /3/	PENDING			N/A	

INDIANA		USOC	Recurring		Non-Recurring	
SBC Generic Rates			Monthly		First	Additional
*/	Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/	PENDING			N/A	
*/	Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/	PENDING			\$ 7.73	
*/	Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/	PENDING			N/A	
Special Access to UNE Convesions Per Circuit						
*/	Project Administrative Activity /3/	PENDING			\$ 21.23	
Unbundled Local Switching with Shared Transport (ULS-ST)						
	ULS Usage (for ULS-ST)					
	Basic Analog Line Port /2/	USAGE	\$0.00			
	All other ULS-ST Ports /2/	USAGE	\$ 0.000879	per MOU	NA	NA
	ULS-ST Blended Transport MOU /2/	USAGE	\$ 0.000823	per MOU	NA	NA
	ULS-ST Inter-carrier Compensation MOU /2/	USAGE	\$ 0.000836	per MOU	NA	NA
	ULS-ST Common Transport MOU /2/	USAGE	\$ 0.000513	per MOU	NA	NA
	ULS-ST Tandem Switching MOU /2/	USAGE	\$ 0.000295	per MOU	NA	NA
	ULS-ST SS7 Signaling Transport /2/	USAGE	\$ 0.000202	per Call	N/A	NA
	ULS-ST Daily Usage Feed /2/	USAGE	\$ 0.1070664	per Port	NA	NA
	ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied and only after 3rd party OSS test is complete for Indiana) /1/	TBD		T&M Current Company Labor Rate		Current Company Labor Rate
Miscellaneous Recurring Items						
ULS Billing Establishment and Trunk Order Development						
	Per CLEC Establishment within SBC Midwest /3/	NHCCQ			\$ 2,167.31	
ULS-ST						
	Basic Line Port - Residence only Port	PENDING	\$ 2.98		\$ 44.01	\$ 44.01
	Basic Line Port - Business only Port	PENDING	2.98		\$ 44.01	\$ 44.01
Custom Routing						
	Custom Routing, via LCC - New LCC, per LCC, per switch, Install /3/	UROPW	ICB		\$ 227.41	\$ 227.41
*/	Custom Routing, via LCC - New Network Routing, per route, per switch, Install /3/	PENDING			\$ 30.97	\$ 30.97
*/	Custom Routing, via LCC - New Network Routing, per route, per switch, Disconnect /3/	PENDING			\$ 30.97	\$ 30.97
*/	Custom Routing, via AIN, of Os/DA per route, per switch, Install /3/	PENDING	ICB		\$ 92.96	\$ 92.96
*/	Custom Routing, via AIN, of OS / DA per route, per switch, Disconnect /3/	PENDING			\$ 92.96	\$ 92.96
Unbundled Local Switching (ULS)						
	ULS Switching Usage, per Originating or Terminating MOU (statewide)	N/A	\$ 0.003444	MOU	N/A	NA
	ULS Daily Usage Feed (DUF), per message	N/A	\$ 0.000790	Per Message		
	Billing Establishment, per CLEC, per switch	NR9UJ			\$ -	\$ -
*/	Service Coordination Fee, per CLEC bill, per switch appearance /3/	UFEPW	\$ -		N/A	NA
ULS Unbundled Local Switching Ports						
*/	Basic Line Port	PENDING	\$ 5.34		\$ 44.01	\$ 44.01
*/	Ground Start Port	PENDING	\$ 5.77		\$ 44.01	\$ 44.01
*/	DID Trunk Port	PENDING	\$ 10.69		\$ 44.01	\$ 44.01
*/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
*/	ISDN - Direct Port	PENDING	\$ 27.54		\$ 44.01	\$ 44.01
*/	ISDN Prime Trunk Port	PENDING	\$ 122.03		\$ 662.01	\$ 662.01
*/	- add/arrange	PENDING			\$ 24.81	\$ 24.81
*/	Digital Trunking Trunk Port	PENDING	\$ 86.13		\$ 662.01	\$ 662.01
*/	ULS Trunk Port	PENDING	\$ 77.39		\$ 662.01	\$ 662.01
*/	Centrex Basic Line Port	PENDING	\$ 9.61		\$ 44.01	\$ 44.01
*/	Centrex ISDN Line Port	PENDING	\$ 45.03		\$ 44.01	\$ 44.01
*/	Centrex EKL LIINE Port	PENDING	\$ 28.09		\$ 44.01	\$ 44.01
*/	Centrex Attendant Console Line Port, Per Port	PENDING	\$ 88.62		\$ 88.00	\$ 88.00
	ISDN - Direct Port - National (BRI) - per telephone number	UZN	\$ 0.01			

TBD - To Be Det
 ICB - Ind Case Basis
 NA - Not App

INDIANA		USOC	Recurring		Non-Recurring			
SBC Generic Rates			Monthly		First	Additional		
	ISDN - Direct Port - Custom (BRI) - per telephone number	UZN	\$	0.01				
	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Initial /3/	REAKB			\$	20.65		
/P/	ISDN Prime Trunk Port National Add/Rearrange Channels per Port, Additional /3/	PENDING				\$	2.83	
	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Initial /3/	REAKB			\$	20.65		
/P/	ISDN Prime Trunk Port Custom Add/Rearrange Channels per Port, Additional /3/	PENDING				\$	2.83	
UNE-P Port Charge								
	Basic Line Port- RES /3/	UJR	\$	2.98	\$	0.58	\$	0.58
	Basic Line Port- BUS /3/	UPC	\$	2.98	\$	0.58	\$	0.58
/P/	Basic Line Port, Disconnect per Port, Disconnect /3/	PENDING			\$	0.18	\$	0.18
	Analog Line Port-PBX 2W /3/	UVL	\$	5.34	\$	0.58	\$	0.58
	Analog Line Port-PBX 1W In /3/	U1L	\$	5.34	\$	0.58	\$	0.58
	Analog Line Port-PBX 1W Out /3/	UOL	\$	5.34	\$	0.58	\$	0.58
	Ground Start Port-PBX 2W Install per port, Install /3/	UPZ	\$	5.77	\$	0.58	\$	0.58
	Ground Start Line Port, Disconnect per Port, Disconnect /3/	NR9FP			\$	0.18	\$	0.18
	Ground Start Port-PBX 1W In /3/	U1Z	\$	5.77	\$	0.58	\$	0.58
	Ground Start Port-PBX 1W Out /3/	UOZ	\$	5.77	\$	0.58	\$	0.58
	DID Trunk Port per Port Channel, Initial, Install /3/	UPR	\$	10.69	\$	77.42		N/A
	DID Trunk Port - Add / Rearrange each Termination /3/	REAJG		N/A	\$	20.65		N/A
	DID Trunk Port per Port Channel, Initial, Disconnect /3/	NR9FR			\$	36.11		
/P/	DID Trunk Port per Port Channel, Additional, Install /3/	PENDING					\$	5.43
/P/	DID Trunk Port per Port Channel, Additional, Disconnect /3/	PENDING					\$	2.83
/P/	DID Trunk Port Add/Rearrange per Termination, Additional	PENDING					\$	2.83
	ISDN Direct Port Install per Port, Install /3/	U2P	\$	27.54	\$	7.89	\$	7.89
	ISDN Direct Port, Disconnect per Port, Disconnect /3/	NR9FQ			\$	7.89	\$	7.89
	ISDN BRI Port - Custom /3/	U25	\$	27.54	\$	7.89	\$	7.89
	Centrex Basic Line Port install per port, Install /3/	U3XAA-CA	\$	9.61	\$	0.58	\$	0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAB-CB	\$	9.61	\$	0.58	\$	0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAD-CD	\$	9.61	\$	0.58	\$	0.58
	Centrex Basic Line Port install per port, Install /3/	U3XAE-CE	\$	9.61	\$	0.58	\$	0.58
	Centrex Basic Line Port, Disconnect per Port, Disconnect /3/	NR9F9			\$	0.18	\$	0.18
/P/	Centrex ISDN BRI Port - National	PENDING	\$	45.03	\$	7.89	\$	7.89
/P/	Centrex ISDN Line Port - Custom	PENDING	\$	45.03	\$	7.89	\$	7.89
	Centrex ISDN Line Port, Disconnect Per Port, Disconnect /3/	NR9VT			\$	7.89	\$	7.89
	Centrex EKL Line Port Install per Port, Install /3/	U3XAC-CC	\$	28.09	\$	4.02	\$	4.02
	Centrex EKL Line Port Disconnect per Port, Disconnect /3/	NR9VU			\$	3.81	\$	3.81
	Centrex Attendant Console Line Port Install, per Port Install /3/	U6A	\$	88.62	\$	1.75	\$	1.75
	Centrex Attendant Console Line Port Disconnect, per Port, Disconnect /3/	NR9VW			\$	0.55	\$	0.55
	ISDN Prime Trunk Port National, Install per Port, Install /3/	UZQZD			\$	149.64	\$	149.64
	ISDN Prime Trunk Port Custom, Install per Port, Install /3/	UZPZD			\$	149.64	\$	149.64
	ISDN Prime Trunk Port, Disconnect per Port, Disconnect /3/	NR9FU			\$	67.06	\$	67.06
	Digital Trunking Trunk Port, Install per Port, Install /3/	U9Z			\$	77.42	\$	77.42
	Digital Trunking Trunk Port, Disconnect per Port, Disconnect /3/	NR9FY			\$	36.11	\$	36.11
	ULS Trunk Port, Install per Port, Install /3/	UROPT			\$	77.42	\$	77.42
	ULS Trunk Port, Disconnect per Port, Disconnect /3/	NR9FZ			\$	36.11	\$	36.11
ULS and ULS-ST Port Non-Recurring Charges								
	Service Order - Line Port, per occasion /1/	NR9UU		NA	\$	14.14		NA
/P/	Service Order - Subsequent - Basic, /3/	PENDING		NA	\$	1.49	\$	1.49
/P/	Service Order - Subsequent - Complex /3/	PENDING			\$	55.83	\$	55.83
/P/	Service Order - Subsequent - ULS Trunk Port /3/	PENDING			\$	55.83	\$	55.83
	Service Order - Trunk Port, per occasion	NR9UG		NA	\$	324.65		NA
/P/	Service Order - Record Order, per occasion, Basic Port /3/	PENDING		NA	\$	10.86	\$	10.86
/P/	Service Order - Record Order, per occasion, Complex Port /3/	PENDING		NA	\$	10.86	\$	10.86
/P/	Service Order - Record Order, per occasion, ULS Trunk Port /3/	PENDING		NA	\$	10.86	\$	10.86
	Port Conversion per Change /3/	REAKD		NA	\$	0.41	\$	0.41
Unbundled Port Features (ULS & UNE P)								
	Basic Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$	0.30		
/P/	Basic Port Feature Add/Change Translation Charge Connect - Additional	PENDING					\$	0.30
/P/	Basic Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$	0.30		

INDIANA		USOC	Recurring		Non-Recurring	
SBC Generic Rates			Monthly		First	Additional
*/	Basic Port Feature Add/Change Translation Charge Disconnect - Additional	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge connect - Addition	PENDING			\$	0.30
*/	Ground Start I PBX Port Feature Add/Change Translation Charge, disconnect-Initial /3/	PENDING			\$	0.30
*/	Ground Start 1PBX Port Feature Add/Change Translation Charge, disconnect-Additi	PENDING			\$	0.30
*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$	0.62
*/	ISDN Direct Port Feature Add/Change Translation Charge Connect - Additional	PENDING			\$	0.62
*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Initial /3/	PENDING			\$	0.62
*/	ISDN Direct Port Feature Add/Change Translation Charge, Disconnect Additional	PENDING			\$	0.62
*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Initial /3/	PENDING			\$	21.77
*/	ISDN Prime Port Feature Add/Change Translation Charge Connect - Additional	PENDING			\$	21.77
*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Initial /3/	PENDING			\$	21.77
*/	ISDN Prime Port Feature Add/Change Translation Charge Disconnect - Additional	PENDING			\$	21.77
*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Initial /3/	PENDING			\$	15.51
*/	Digital Trunking Port Feature Add/Change Translation Charge connect - Additional	PENDING			\$	15.51
*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Initial /3/	PENDING			\$	15.51
*/	Digital Trunking Port Feature Add/Change Translation Charge, disconnect - Additional	PENDING			\$	15.51
*/	DS1/ ULS Trunk Port Feature Add/Change Translation Charge Connect /3/	PENDING			\$	15.51
*/	DS1/ ULS Trunk Port Feature Add/Change Translation Charge disconnect /3/	PENDING			\$	15.51
Unbundled Loops per Loop (XPU)						
	New UNE-P Line Connection Charge, Initial, Install /3/	SEPUC			\$	14.34
*/	New UNE-P Line Connection Charge, Additional, Install /3/	PENDING			\$	8.77
	New UNE-P Line Connection Charge, Initial, Disconnect /3/	NR9OG			\$	4.25
*/	New UNE-P Line Connection Charge, Additional, Disconnect /3/	PENDING			\$	2.68
	DS I Service Provisioning, Initial, Install /3/	NR9OU			\$	142.36
	DS 1 Service Provisioning, Initial, Disconnect /3/	NR9OV			\$	20.51
UNE Platform Migration Charges						
	Manual UNE-POTS, Install /3/	NHCMQ			\$	24.21
*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$	11.92
*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$	35.76
*/	Manual UNE-P non-POTS, Disconnect /3/	PENDING			\$	15.98
*/	Electronic UNE-P POTS, Install /3/	PENDING			\$	1.59
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$	0.72
*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$	4.12
*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$	1.89
	POTS/ ISDN-BRI Migration Charge	NRMGO	N/A		\$	1.59
UNE - P Service Order Charge (New Combination)						
*/	Manual UNE-P POTS, Install /3/	PENDING			\$	28.45
*/	Manual UNE-P POTS, Disconnect /3/	PENDING			\$	11.92
*/	Manual UNE-P non-POTS, Install /3/	PENDING			\$	65.55
*/	Manual Non-POTS -Disconnect /3/	PENDING			\$	15.98
*/	Electronic POTS, Install /3/	NRMGP			\$	2.48
	Electronic UNE-P POTS, Disconnect /3/	NRMGQ			\$	0.72
*/	Electronic UNE-P non-POTS, Install /3/	PENDING			\$	6.85
*/	Electronic UNE-P non-POTS, Disconnect /3/	PENDING			\$	1.89
Subsequent, suspend or Restore, and Record UNE-P Service orders per LSR						
	Basic Line Port, subsequent Request, suspend or Restoral Only /3/	NR9UV			\$	0.79
*/	Basic Line Port, subsequent Request, Miscellaneous change /3/	PENDING			\$	0.63
	Basic Line Port, Record Request /3/	NR9F6			\$	5.09
	Complex Line Port, Record Request /3/	NR9F7			\$	21.10
	Trunk Port, Record Request /3/	NR9F8			\$	21.10
Unbundled Switch Port - Vertical Features						
Analog Line Port Features (per feature per port):						
	Call Waiting		\$	-	NA	
	Call Forwarding Variable		\$	-	NA	
	Call Forwarding Busy Line		\$	-	NA	
	Call Forwarding Don't Answer		\$	-	NA	

TBD - To Be Det
 ICB - Ind Case Basis
 NA - Not App

INDIANA			Recurring		Non-Recurring	
SBC Generic Rates		USOC	Monthly		First	Additional
	Three-Way Calling		\$ -		NA	
	Speed Calling - 8		\$ -		NA	
	Speed Calling - 30		\$ -		NA	
	Auto Callback/Auto Redial		\$ -		NA	
	Distinctive Ring/Priority Call		\$ -		NA	
	Selective Call Rejection/Call Blocker		\$ -		NA	
	Auto Recall/Call Return		\$ -		NA	
	Selective Call Forwarding		\$ -		NA	
	Calling Number Delivery		\$ -		NA	
	Calling Name Delivery		\$ -		NA	
	Calling Number/Name Blocking		\$ -		NA	
Analog Trunk Port Features (per feature per port)						
	DID #s - per telephone number	UDM	\$ 0.01		NA	
	DID #S - per telephone number - ISDN	UZN	\$ 0.01		NA	
Unbundled Centrex System Options						
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog only system/3/	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex system Features change or Rearrangement, per feature, per occasion - Analog/ISDN/ISDN mixed system/3/	REAJY	NA		\$ 46.49	\$ 46.49
	Centrex System Features Change or Rearrangement, per feature, per occasion - ISDN/ISDN only system/3/	REAJY	NA		\$ 46.49	\$ 46.49
Analog Line Port (ALP) Features for Unbundled Centrex						
	Centrex System Feature Activation, per feature, per occasion, Install/3/	NR9UE	\$ -		\$ 46.49	\$ 46.49
/M/	Centrex System Feature Activation, per feature, per occasion, Disconnect/3/	PENDING			\$ 46.49	\$ 46.49
System Features (per Centrex Common Block):						
	Centrex Common Block Establishment, per Common Block, Install/3/	SEFUS			\$ 108.43	\$ 108.43
/M/	Centrex Common Block Establishment, per Common Block, Disconnect/3/	PENDING			\$ 77.45	\$ 77.45
/1/	Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana.					
/2/	Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
/3/	Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.					
/M/	As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via Accessible Letter.					
	Please contact your SBC Indiana local wholesale account manager with questions.					

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA
AND
HANCOCK COMMUNICATIONS, INC.**

This TRO/TRRO Amendment amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana¹ ("AT&T") and Hancock Communications, Inc. ("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 Indiana.

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 October 30, 2002 (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.

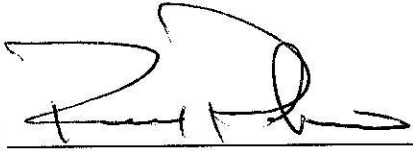
¹ Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" and "SBC Indiana"), now operates under the name "AT&T Indiana".

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the “Amended Agreement.” Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement’s “change of law,” “intervening law”, “successor rates” and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.
6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.
7. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective 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 14th day of February, 2006, by Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Hancock Communications, Inc.

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

By: 

By: 

Printed: Rex Pasko

Printed: Rebecca L. Sparks

Title: President
(Print or Type)

Title: Executive Director-Regulatory

Date: 2/7/06

Date: FEB 14 2006

FACILITIES-BASED OCN # 7459

ACNA DVF

INDIANA 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 are adjacent 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, or connecting wall.
- 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 a “Predominantly Residential” MDU include an apartment building, condominium building, cooperative or planned unit development that allocates more than fifty percent percent of its rentable square footage to residences. Notwithstanding the above, a loop will only be deemed a FTTC Loop if it connects to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective customer’s premises.
- 0.1.3 Intentionally left blank.
- 0.1.4 Fiber-to-the-Home Loop. A Fiber-to-the-Home (FTTH) Loop is defined as a local Loop serving a Customer and consisting entirely of fiber optic cable, whether dark or lit, 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).
- 0.1.5 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.
- 0.1.6 Mass Market Customer is an end user customer who is either (a) a residential customer or (b) a very small business customer at a premises served by telecommunications facilities with an aggregate transmission capacity of less than four DS-0s.
- 0.1.7 Intentionally left blank.
- 0.1.8 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.
- 0.1.9 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.
- 0.1.10 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.
- 0.1.11 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.
- 0.1.12 Business Lines. For purposes of determining Tier 1 and Tier 2 Wire Centers, business line tallies shall be calculated in accordance with the 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.”

- 0.1.13 Embedded Base. Embedded Base used as a term in this Attachment is defined for TRO Affected Elements identified in Section 1.0 as those TRO Affected Elements for which CLEC had generated and 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.
- 0.1.14 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 rate digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. A DS1 Loop also includes all electronics, optronics and intermediate devices used to establish the transmission path to the end user customer premises as well as any inside wire owned or controlled by 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.
- 0.1.15 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with the ILEC, that maintains a collocation arrangement in an ILEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the ILEC wire center premises; and (3) is owned by a party other than the ILEC or any affiliate of the ILEC, except as set forth in this paragraph. Dark fiber obtained from an ILEC on an indefeasible right of use basis shall be treated as non-ILEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. The term “fiber-based collocator” shall not apply to AT&T, any affiliate of AT&T, or any entity that is currently 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).
- 0.1.16 Intentionally left blank.
- 0.1.17 DS3 Loops are digital transmission channels suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). 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.
- 0.1.18 Dedicated Transport is defined as set forth in Rule 51.319(e)(1).
- 0.1.19 Intentionally left blank.
- 0.1.20 “Commingling” means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from 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, with one or more such wholesale facilities or services. “Commingling” means the act of commingling.
- 0.1.21 “Commingled Arrangement” means the arrangement created by Commingling.
- 0.1.22 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities).

0.1.23 “Rule” refers to the FCC regulations set forth in Title 47 of the U.S. Code of Federal Regulations.

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) [Intentionally left blank.]
- (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). 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 transition periods as set forth in Sections 1.0 and 2.0.
- (iv) OCn loops;
- (v) the feeder portion of the loop as a stand alone UNE under Section 251;
- (vi) packet switching, including routers and DSLAMs;
- (vii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops, including without limitation, xDSL-capable line cards installed in digital loop carrier (“DLC”) systems or equipment used to provide passive optical networking (“PON”) capabilities, 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;
- (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 For any TRO Affected Element that AT&T provides 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.

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.

- 1.3.3 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work (does not include the re-use of facilities in the same configuration) and involve other than a “record order” transaction including those services ordered from a Tariff. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule and/or Tariff applicable to the service being transitioned to. To the extent that physical work is not involved in the transition and the transition involves only a billing change, the applicable record charge will be the only applicable charge. If the transition involves more than a billing change, the applicable service order charge will be the only applicable charge. For example, if the CLEC transitions to a special access service, only applicable order charges from the access tariff will apply. 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 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 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.
- 1.5 Intentionally Left Blank.
- 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 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 Indiana Utility Regulatory 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 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 upon the earlier of:
- (a) CLEC's disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the ULS or UNE-P;
 - (b) CLEC's transition of a ULS Element(s) or UNE-P to an alternative arrangement; or
 - (c) March 11, 2006.
- 2.1.3 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 When a CLEC converts from UNE-P to Total Resale the CLEC will only pay a record order charge. AT&T will determine the charges for a conversion from UNE-P to Local Wholesale Complete. For a conversion from UNE-P to UNE-Loop, AT&T may charge for physical work and any other applicable order charges.
- 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 rates determined by AT&T. 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.

2.1.4 Intentionally left blank.

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.

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(e)(2), 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(e)(2), 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 0.1.9 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.

3.1.4.1. In accordance with Rule 51.319, 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.

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 0.1.9 and 0.1.10 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 0.1.9 and 0.1.10 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.

- 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), 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 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 CLEC agrees to pay all non-recurring charges applicable to the transition of its Embedded Base provided the order activities necessary to facilitate such transition involve physical work and involve other than a "record order" transaction. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the transition the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.
- 3.2.2.3 Intentionally left blank.
- 3.2.2.4 If CLEC has not submitted an LSR or ASR, as applicable, to 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.

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 0.1.8 and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined in Sections 0.1.9 and 0.1.10 have been met. 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 applicable 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 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 Indiana Utility Regulatory Commission has not previously determined, in any proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then, prior to submitting an order for an unbundled a DS1/DS3 High-Capacity Loop, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangement, CLEC shall perform a reasonably diligent inquiry to determine that, to the best of CLEC's knowledge, whether the wire center meets the non-impairment thresholds as set forth in Sections 0.1.8, 0.1.9 or 0.1.10 of this Amendment. If, based on its reasonably diligent inquiry, the CLEC disputes the 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.

- 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.

- 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 desires not to have the applicable established DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport transitioned or disconnected as set forth in Section 4.1.1.5 below, CLEC has 60 calendar days from the issuance of the Accessible Letter to provide a self-certification to 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 Applicable Transitional Period as follows: transition applicable to DS1/ DS3 High Capacity Loops is within 12 months, transition applicable to DS1/DS3 Dedicated Transport is within 12 months, and disconnection applicable to Dark Fiber Dedicated Transport is within 18 months. All Transitional Periods apply from the date of the Accessible Letter providing the wire center designation of non-impairment. For the Applicable Transitional Period, no additional notification will be required. DS1 High Capacity Loops will continue to be provisioned for a period of 12 months from the date of the Accessible Letter for existing customers. AT&T shall continue to provide access to DS1 High Capacity Loops to CLEC for applicable established customer service in accordance with and only to the extent permitted by the terms and conditions set forth in this Attachment, ending upon the earlier of:
- (a) CLEC's disconnection or other discontinuance of use of DS1/DS3 High Capacity Loops;
 - (b) CLEC's transition of DS1/DS3 High Capacity Loops to an alternative arrangement; or
 - (c) the Applicable Transitional Period.
- AT&T will not convert or disconnect DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport prior to the end of the applicable transitional period unless specifically requested by CLEC; CLEC is responsible for submitting orders to complete the transition by the end of 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 applicable transition period, the rates paid will be the rates in effect at the time of the non-impairment designations plus 15%.
- 4.1.2 If the Indiana Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to the CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth in Sections 0.1.8, 0.1.9 or 0.1.10, then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center. If a CLEC withdraws its self-certification after a dispute has been filed with the Indiana Commission, but before the Indiana Commission has made a determination regarding the wire center designation, AT&T's wire center designation(s) shall become effective as to CLEC, and CLEC shall not thereafter re-submit the withdrawn self-certification.
- 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 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 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 CLECs of the filing of such a dispute via Accessible Letter, which Accessible Letter will include the case number and directions for accessing the docket on the Indiana Utility Regulatory Commission's website. 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 Indiana Utility Regulatory Commission's procedural rules shall govern the self-certification dispute that is filed. The parties agree to urge the Indiana Utility Regulatory 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 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:

4.1.3.1 For the affected loop/transport element(s) installed prior to March 11, 2005, if the applicable 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 applicable 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 Intentionally left blank.

- 4.3 The provisions of Section 3.2.2, 3.2.2.1, 3.2.2.2 and 3.2.2.3 shall apply to the transition of DS1/DS3 Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by wire center designation(s). Requested transitions of DS1/DS3 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 CLECs' customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1/DS3 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.
- 4.4 Intentionally left blank.
- 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.
- 4.6 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the Applicable Transitional Period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 3.2.2 above, and if CLEC and AT&T INDIANA have failed to reach agreement under Section 3.2.2.4 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.
- 4.7 Intentionally left blank.
- 4.8 Intentionally left blank.
- 4.9 Intentionally left blank.
- 4.10 When more than 60 days from the issuance of an 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. 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.

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 Indiana except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. 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 Indiana under this Agreement, except where the Commingled Arrangement includes a special access service that is not being provided to any customer in Indiana. The types of Commingled Arrangements which AT&T is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. 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. 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 Intentionally left blank.

5.4 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.

5.5 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.

- 5.6 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 this 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.
- 5.7 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.
- 5.8 [Intentionally left blank.]
- 5.9 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 ("271 Elements") or Applicable Law: (i) Local Loop transmission from the central office to the End Users' premises (unbundled from local switching or other services), and (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services). If CLEC makes a request to commingle the items identified in Section 5.9, AT&T and CLEC shall attempt to negotiate mutually agreeable terms and conditions, not in the context of this Attachment or the Agreement, but in a separate commercial agreement.
- 5.10 Unless expressly prohibited by the terms of this Attachment, AT&T shall permit CLEC to connect an unbundled Network Element or a Combination of unbundled Network Elements with wholesale (i) 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 Agreement. 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 DS-0 assigned a local telephone number (NPA-NXX-XXXX).
- (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own Local telephone number assignment, so that each DS3 must have at least 28 Local voice telephone numbers assigned to it;
- (iii) Each DS1 equivalent circuit to be provided to each customer will have designed 911 or E911 capability prior to the provision of service over that circuit.
- (iv) Each DS1 circuit to be provided to each customer will terminate in a collocation arrangement meeting the requirements of Section 6.3.4, of this Attachment;
- (v) Each DS1 circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment;
- (vi) For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 6.3.5 of this Attachment; and
- (vii) Each DS1 circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

- 6.3.3 The criteria set forth in this Section 6.0 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in Section 6.2, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 6.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or a Special Access to UNE Conversion), and irrespective of the placement or sequence of them.
- 6.3.4 Pursuant to the collocation terms and conditions in the underlying Agreement, a collocation arrangement meets the requirements of Section 6.0 of this Attachment if it is:
- (A) Established pursuant to Section 251(c)(6) of the Act and located at 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 Intentionally left blank.
- 6.3.7 Before (1) converting a High-Cap wholesale service to a High-Cap EEL, (2) ordering a new High-Cap EEL Arrangement, or (3) ordering a High-Cap EEL that is comprised of commingled wholesale services and UNEs, CLEC must certify to all of the requirements set out in Section 6.3 for each circuit. To the extent the service eligibility criteria for High Capacity EELs apply, CLEC shall be permitted to self-certify its compliance with the eligibility criteria by providing 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.
- 6.3.8 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 Indiana 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 Indiana, subject to Section 6.3.8.4 of this Section.
- 6.3.8.1 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.
 - 6.3.8.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.
 - 6.3.8.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

- 6.3.8.4 AT&T shall provide CLEC with a copy of the independent auditor's report within 2 business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed. If CLEC disagrees as to the findings or conclusions of the auditor's report, CLEC may bring a dispute directly to the IURC. Prior to bringing a dispute to the IURC under this section, however, CLEC shall provide notice of the dispute to AT&T so that the Parties can discuss possible resolution of the dispute. Such dispute resolution discussions shall be completed within fourteen (14) days of the date the auditor's report was provided to CLEC and CLEC may not initiate a dispute resolution proceeding at the IURC until after expiration of this fourteen (14) day period. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. If the auditor's report concludes that CLEC failed to comply with the Eligibility Criteria for a High-Cap EEL, CLEC must true-up any difference in payments paid to AT&T and the rates and charges CLEC would have owed AT&T beginning from the date that the non-compliance of the High-Cap EEL with the Eligibility Criteria, in whole or in part, began. CLEC shall submit orders to AT&T to either convert all noncompliant High-Cap EELs to the equivalent or substantially similar wholesale service or disconnect non-compliant High-Cap EELs. Conversion and/or disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the trued-up and correct rates and charges for each converted High-Cap EEL beginning with the next billing cycle following AT&T's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the IURC for resolution of the dispute in which case no changes shall be made until the IURC rules on the dispute. However CLEC shall pay the disputed amount into an escrow account, pending resolution. With respect to any noncompliant High-Cap EEL for which CLEC fails to submit a conversion or disconnect order or dispute the auditor's finding to the IURC within such 30-day time period, AT&T may initiate and effect such a conversion on its own without any further consent by CLEC. If converted, CLEC must convert the non-compliant High-Cap EEL to an equivalent or substantially similar wholesale service, or group of wholesale services. Reasonable steps will be taken to avoid disruption to CLEC's customer's service or degradation in service quality in the case of conversion. Following conversion, CLEC shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1) apply for the use of any High-Cap EEL for any period in which High-Cap EEL does not meet the Eligibility Criteria for that High-Cap EEL. Furthermore, if CLEC disputes the auditor's finding and initiates a proceeding at the IURC and if the IURC upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T and AT&T shall retain any disputed amounts already paid by CLEC.
- 6.3.8.5 CLEC will take action to correct the noncompliance and, if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated, CLEC will reimburse 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 6.3.8.5 is only applicable where there is an auditor finding of noncompliance and no party challenges this finding with the Commission, or if there is an auditor finding of noncompliance followed by a party filing a challenge to this with the Commission followed by the Commission affirming the auditor finding of noncompliance.
- 6.3.8.6 To the extent the auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements, AT&T must reimburse CLEC for all of its reasonable costs associated with the audit.
- 6.3.8.7 CLEC will maintain the appropriate documentation to support its eligibility certifications pursuant to the document retention terms and conditions of the underlying agreement. To the extent the underlying Agreement does not include document retention terms and conditions, CLEC will maintain the appropriate documentation to support its eligibility certifications for as long as the

Amended Agreement is operative, plus a period of two years. 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.

6.3.8.8 Any disputes between the Parties related to this audit process will be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.3.8.9 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 Intentionally left blank.

6.6 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 offer

7.0 Availability of HFPL for Purposes of Line Sharing.

7.1 AT&T shall make available to CLEC (or its proper successor or assign pursuant to the terms of the Agreement) line sharing over the HFPL in accordance with Rules 51.319(a)(1)(i)-(iv) and (b)(1).

7.2 Grandfathered and New End-Users: AT&T will continue to provide access to the HFPL, where: (i) prior to October 2, 2003, CLEC began providing DSL service to a particular end-user customer and has not ceased providing DSL service to that customer ("Grandfathered End-Users"); and/or (ii) CLEC began providing xDSL service to a particular end-user customer between October 2, 2003, and December 3, 2004 ("New End-Users"). Such access to the HFPL shall be provided at the same monthly recurring rate that AT&T charged prior to October 2, 2003 as set forth in Appendix Pricing of this Agreement, and shall continue for Grandfathered End-Users until CLEC's xDSL-base service to the end-user customer is disconnected for whatever reason, and as to New End-Users the earlier of: (1) CLEC's xDSL-base of service to the customer is disconnected for whatever reason; or (2) October 2, 2006. Beginning October 2, 2006, AT&T shall have no obligation to continue to provide the HFPL for CLEC to provide xDSL-based service to any New End-Users that CLEC began providing xDSL-based service to over the HFPL on or after October 2, 2003 and before December 3, 2004. Rather, effective October 2, 2006, CLEC must provide xDSL-based service to any such new end-user customer(s) via a line splitting arrangement, over a stand-alone xDSL Loop purchased from AT&T, or through an alternate arrangement, if any, that the Parties may negotiate. Any references to the HFPL being made available as an unbundled network element or "UNE" are hereby deleted from the underlying Agreement.

8.0 Routine Network Modifications.

8.1 Routine Network Modifications – UNE Local Loops

8.1.1 AT&T shall make all routine network modifications to UNE Local Loop facilities used by CLEC where the requested UNE Local Loop facility has already been constructed. AT&T shall perform all routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.1.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T ordinarily attaches to activate such loops for its own customers. Routine network modifications may entail activities such as accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings.

8.1.3 Routine network modifications do not include the construction of an altogether new loop; installing new aerial or buried cable; securing permits or rights-of-way; or constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not obligated to perform such activities.

8.1.4 Intentionally left blank.

8.1.5 Intentionally left blank.

8.1.6 AT&T may charge for (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), and (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, to the extent such equipment is not present on the loop or transport facility when ordered. The IURC has not established permanent rates for these three services. The parties agree on the following interim rates:

DS1 Repeater with trip: \$626.99

DS1 Repeater without trip: \$621.41

The parties agree that these interim rates are subject to true up after permanent rates are agreed upon or determined by the Commission.

Unless parties agree to permanent rates, the IURC will set permanent rates.

8.2 Routine Network Modifications – UNE Dedicated Transport and Dark Fiber

8.2.1 AT&T shall make all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities used by CLEC where the requested UNE Dedicated Transport including Dark Fiber facilities have already been constructed. AT&T shall perform all routine network modifications to UNE Dedicated Transport including Dark Fiber facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport including Dark Fiber facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2.2 A routine network modification is an activity that AT&T regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable, adding an equipment case, adding a doubler or repeater, adding a smart jack, installing a repeater shelf, adding a line card and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier.

8.2.3 Routine network modifications do not include the construction of new UNE Dedicated Transport including Dark Fiber; installing new aerial or buried cable; securing permits or rights-of-way; constructing and/or placing new manholes, or conduits or installing new terminals. AT&T is not

obligated to perform the above stated activities for a CLEC. However, when a CLEC purchases Dark Fiber, AT&T shall not be obligated to provide the optronics for the purpose of lighting the Dark Fiber.

9.0 Intentionally left blank.

10.0 Conversions.

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, 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, 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, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines. Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. 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.

10.1.2.1 For UNE conversion orders for which AT&T has either a) not developed a process or b) developed a process that falls out for manual handling, AT&T will charge CLEC the Electronic Service Order (Flow Thru) Record charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then AT&T may charge service order charges and/or record change charges, as applicable.

10.1.2.2 Except as agreed to by the Parties or otherwise provided hereunder, AT&T shall not impose any untariffed termination charges, or any disconnection fees, re-connection fees, or charges associated with converting an existing wholesale service or group of wholesale services to UNEs or combinations of UNEs. AT&T may charge applicable service order charges or record change charges.

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 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. The rates, terms and conditions associated with such transactions are set forth in the Pricing Schedule applicable to the service being transitioned to. To the extent that physical work is not involved in the conversion the applicable service order charges and/or applicable non-recurring tariff order charges, if any, as governed by this Agreement and/or Tariff from which the service being transitioned to is ordered, will be the only applicable charge.

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, in requesting a conversion of an AT&T service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular AT&T service sought to be converted.

11. 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, or ability to tap the full capabilities of, a local loop or subloop. As such, AT&T’s modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC’s access to distribution subloop) shall not limit or restrict CLEC’s ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, CLEC. Furthermore, 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 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.

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 paragraph 12.2 may provide any telecommunications services over the same unbundled network elements.

13. Intentionally left blank.

14. 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 Notwithstanding Section 14.1, AT&T is required to provide access to facilities, including Entrance Facilities, 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").

14.3 The rate for an Entrance Facility, when obtained as an Interconnection Facility, shall be calculated in accordance with the rates for Unbundled Dedicated Transport as set forth in the Agreement. The rates for

other Interconnection Facilities, if not established by the Agreement, shall be in conformance with Section 251(c)(2)(D) of the Act.

- 14.4 CLEC may request that an Entrance Facility UNE be reclassified as an Interconnection Facility pursuant to Section 14.1 if CLEC will use the facility for interconnection in accordance with Section 14.2. AT&T will perform such reclassification at no charge.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
by and between
INDIANA BELL TELEPHONE COMPANY INCORPORATED
D/B/A AMERITECH INDIANA
AND
HANCOCK COMMUNICATIONS, INC.**

WHEREAS, Hancock Communications, Inc. ("CLEC") filed their Sectional Adoption Letter dated, September 23, 2002, seeking to sectionally adopt the provisions of the Interconnection Agreement between Indiana Bell Telephone Company Inc. d/b/a Ameritech Indiana ("Ameritech") and Ernest Communications, Inc., with the exception of the rates, terms and conditions set forth in Appendix Reciprocal Compensation to such Agreement.

WHEREAS, Ameritech and CLEC are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement ("the Agreement");

WHEREAS, pursuant to 47 U.S.C. section 252(i) approved by the Commission on November 11, 2001 in Cause No. 40572-INT-111, this filing will become effective, absent rejection of this Adoption Letter by the Indiana Utility Regulatory Commission ("IURC") upon thirty (30) days after the posting date of this Adoption Letter to the Indiana Regulatory Commission's Website to which this Amendment is appended ("Effective Date"); and

NOW THEREFORE the Parties agree as follows:

- I. The existing Appendix Reciprocal Compensation (After FCC Order No. 01-131) is replaced with Negotiated Appendix Reciprocal Compensation (After FCC Order No. 01-131).
- II. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 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. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Ameritech reserves its right to exercise its option at any time in the future to adopt on a date specified by Ameritech 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 AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- V. This Amendment shall be filed with and is subject to approval by the Indiana Utilities Regulatory Commission and shall become effective thirty (30) days after the posting date of this amendment to the Indiana Regulatory Commission's Website.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Indiana Bell Telephone Company Inc. d/b/a Ameritech Indiana, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Hancock Communications, Inc.

**Indiana Bell Telephone Company Inc.
d/b/a Ameritech Indiana
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For* President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____

**NEGOTIATED APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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APPENDIX RECIPROCAL COMPENSATION

This Appendix provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged pursuant to the underlying Interconnection Agreement ("Agreement") between Hancock Communications, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and one of the following SBC Communications Inc.-owned Incumbent Local Exchange Carriers (hereafter, "ILEC"): Illinois Bell Telephone, 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 (a California corporation), The Southern New England Telephone Company (a Connecticut corporation), Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (but only to the extent that the agent for the applicable SBC-owned ILEC executed the underlying Agreement for such SBC-owned ILEC). The Parties hereby agree as follows:

WHEREAS, CLEC obtained the underlying Agreement by requesting adoption of an existing Agreement with ILEC pursuant to Section 252(i) of the Federal Telecommunications Act of 1996 (known as the "Most Favored Nations" or "MFN" provision of the Act); and

WHEREAS, on April 18, 2001, the Federal Communications Commission (FCC) adopted its "Order on Remand and Report and Order" in its Intercarrier Compensation proceeding regarding traffic to Internet Service Providers (ISPs) (hereafter, the "ISP Intercarrier Compensation Order");¹ and

WHEREAS, the FCC in that Order suspended MFN requests affecting ISP and other Internet-bound traffic, stating in pertinent part:

Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, however, state commissions will no longer have authority to address this issue. For this same reason, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic[footnote omitted]. Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this [Federal Communications] Commission pursuant to section 201 [footnote omitted].²

AND, WHEREAS the rates, terms and conditions for ISP traffic are legitimately-related to all other rates, terms and conditions for intercarrier compensation under the Agreement and have been negotiated in their entirety in this Appendix.

NOW, THEREFORE, ILEC and CLEC agree to the following rates, terms and conditions for all intercarrier traffic, including ISP and Internet-bound traffic, for the duration of the underlying Agreement, intending this document to be executed, filed, and approved as a negotiated Appendix separate from the underlying MFN Agreement.

1.0 APPENDIX SCOPE AND TERM

- 1.1 This Appendix sets forth the rates, terms and conditions for Reciprocal Compensation of intercarrier telecommunications traffic between ILEC and CLEC, 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 *In the Matter of Implementation of the Local Competition Provisions in the Federal Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*; CC Docket Nos. 96-98 and 99-68; FCC Order No. 01-131 (released April 27, 2001).

² ISP Intercarrier Compensation Order, para 82 (emphasis added).

- 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 ILEC and CLEC. 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 ILEC and CLEC 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.
- 1.7 The Parties agree that this Appendix shall be coterminous with the underlying Agreement and shall not extend or alter the term and termination provisions of the Agreement, subject to the exceptions in subsection 1.7.1 below.
 - 1.7.1 Retroactive Application back to the Effective Date of the Underlying MFN. The Parties recognize that an MFN interconnection agreement often receives speedier state approvals than the negotiated Appendix which will be affixed to that interconnection agreement. To the extent that the date of state approval of the underlying MFN interconnection agreement precedes the date of state approval of this Appendix, the Parties agree that the rates, terms and conditions of the Appendix will, upon state approval, apply retroactively to the date of state approval of the underlying MFN Agreement.

2.0 ILEC DESIGNATIONS

- 2.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 SWBT-MO - As used herein, SWBT-MO means the applicable above listed ILEC doing business in Missouri.

- 2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 2.9 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3.0 CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.
- 3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:
- (a) both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
 - (b) both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that 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.
- 3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in **SBC-12STATE**, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In **SNET**, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.
- 3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).
- 3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

- 3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.
- 3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.
- 3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).
- 4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

5.0 LOCAL CALL TERMINATION

- 5.1 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 Reciprocal Compensation Terminating Rates, attached hereto and incorporated by reference as if fully set forth below:
- 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 an call duration (per minute) rate.
- 5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC 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.

6.0 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 5.0 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 Amendment, 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 5.0 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.

7.0 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. CLEC 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.

8.0 MCA TRAFFIC -- SBC-MO

8.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.

8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).

8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9.0 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 a 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 CLEC traffic are outlined in Appendix Pricing.

9.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the

- terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.
- 9.3 The CLEC shall not bill SBC-13STATE for terminating any Transit traffic, whether identified or unidentified, i.e. whether SBC-13STATE is sent CPN or is not sent CPN by the originating company.
- 9.4 In those SBC-13STATEs where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SBC-13STATE is the PTC, SBC-13STATE shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SBC-13STATE shall reimburse the terminating carrier at SBC-13STATE's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.
- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10.0 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.

11.0 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.

12.0 MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

- 12.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

- 12.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 12.7 Each Party will act as the Official Recording Company for Switched Access uage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 12.8 SBC-13STATE and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13.0 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 ILEC'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 ILEC's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

14.0 BILLING FOR MUTUAL COMPENSATION -- SBC-SWBT

- 14.1 In SBC-SWBT other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:
- 14.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

- 14.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.
- 14.5 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records CLEC for that same month's usage.
- 14.6 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.7 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.8 MOUs for the rates contained herein will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 14.9 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with SBC-13STATEs, SBC-13STATEs will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

15.0 BILLING FOR MUTUAL COMPENSATION -- SBC-AMERITECH, NEVADA, PACIFIC, SNET

- 15.1 In SBC-AMERITECH, NEVADA, PACIFIC, and SNET, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
 - 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
 - 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
 - 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16.0 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.") which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). The Parties agree that by executing this Appendix and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order or any other regulatory, legislative or judicial action, including but not limited to the ILEC's option to invoke on a date specified by ILEC 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 ILEC 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 ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, 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 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC 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 ILEC'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 ILEC, CLEC 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 ILEC, CLEC, 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 rates, 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.

17.0 ADDITIONAL TERMS AND CONDITIONS

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

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

CENTRAL INDIANA COMMUNICATIONS, INC.



Signature: eSigned - Michael R Burrow

Signature: eSigned - William A. Bockelman

Name: eSigned - Michael R Burrow
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: President & CEO
(Print or Type)

Title: Director
(Print or Type)

Date: 08 May 2014

Date: 13 May 2014

Central Indiana Communications, Inc.

Indiana Bell Telephone Company Incorporated d/b/a
AT&T INDIANA by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BY AND BETWEEN
INDIANA BELL
TELEPHONE COMPANY INCORPORATED
AND
HANCOCK COMMUNICATIONS, INC.**

The Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana ("AT&T INDIANA") (previously referred to as "SBC Indiana") and Central Indiana Communications, Inc. ("Central Indiana") (f/k/a Hancock Communications, Inc.), is hereby amended as follows.

WHEREAS, AT&T INDIANA and Hancock Communications, Inc. ("Hancock") are the parties to that certain "Interconnection Agreement" approved as of October 30, 2002 (the "Agreement"); and

WHEREAS, Hancock has changed its name to "Central Indiana Communications, Inc." and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T INDIANA and Central Indiana hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "Hancock Communications, Inc." to "Central Indiana Communications, Inc."
3. AT&T INDIANA shall reflect that name change from "Hancock Communications, Inc." to "Central Indiana Communications, Inc." only for the main billing account (header card) for each of the accounts previously billed to Hancock. AT&T INDIANA shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T INDIANA's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Central Indiana affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Hancock with AT&T INDIANA for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Central Indiana shall operate with AT&T INDIANA under the "Central Indiana Communications, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Central Indiana, and labeling (including re-labeling) equipment and facilities with Central Indiana. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T INDIANA to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T INDIANA to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. For purposes of this Agreement, The Parties agree to replace Section 17 with the following language:

17. Notices

17.1 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 pursuant to at least one of the following methods:

17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

17.1.2 delivered by facsimile provided CLEC and/or AT&T INDIANA has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T INDIANA has provided such information in section 17.3 below.

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

17.2.1 the date of actual receipt;

17.2.2 the next Business Day when sent via express delivery service;

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

17.2.4 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.

17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC by AT&T INDIANA.

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kim Gerard Legal & Regulatory Administrator
STREET ADDRESS	2243 E. Main Street
CITY, STATE, ZIP CODE	Greenfield, IN 46140
PHONE NUMBER*	317-323-2105
FACSIMILE NUMBER	317-326-2289
EMAIL ADDRESS	kgerard@ninstarconnect.com

	AT&T INDIANA CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

17.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section

17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

17.5 **AT&T INDIANA** communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. Parties agree to add Section 49.

49. Joint and Several Liability

49.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. 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.

10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

CENTRAL INDIANA COMMUNICATIONS, INC.



Signature: eSigned - Kim Gerard

Signature: eSigned - William Bockelman

Name: eSigned - Kim Gerard
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: Compliance Manager
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 17 Oct 2018

Date: 17 Oct 2018

Central Indiana Communications, Inc.

Indiana Bell Telephone Company Incorporated d/b/a
AT&T INDIANA by AT&T Services, Inc., its authorized
agent

State	CLEC OCN
INDIANA	7459

Description	ACNA Code(s)
ACNA(s)	DVF

**AMENDMENT TO THE AGREEMENT
BETWEEN
CENTRAL INDIANA COMMUNICATIONS, INC.
AND
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA**

This amendment ("Amendment") amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T") and Central Indiana Communications, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 30, 2002 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

WHEREAS, the Parties desire to modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

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 – Operator Services and Directory Assistance (f/k/a Customer Information Services) and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Intercarrier Compensation**
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. **Customer Information Services (CIS)**
 - 3.1. With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.
 - 3.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.
 - 3.3. **Add the following provisions to the Attachment or Appendix for Resale**
 - CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.
 - CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

- CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.
- CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. The Parties agree to replace Section 17 from the Agreement with the following language:

17. Notices

- 17.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 17.1.1 delivered by electronic mail (email).
- 17.1.2 delivered by facsimile.
- 17.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 17.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.
- 17.2.2 delivered by facsimile provided CLEC has provided such information in Section 17.4 below.
- 17.3 Notices will be deemed given as of the earliest of:
- 17.3.1 the date of actual receipt.
- 17.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- 17.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Kim Gerard Compliance Manager
STREET ADDRESS	2243 E. Main Street
CITY, STATE, ZIP CODE	Greenfield, IN 46140
PHONE NUMBER*	(317) 323-2105
FACSIMILE NUMBER	(317) 326-2289
EMAIL ADDRESS	kgerard@ninstarconnect.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 17.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 17.6 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 5. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
- 6. 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.
- 7. 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.
- 8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. 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.
11. For Indiana: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

**EXHIBIT A - ATTACHMENT 06 – OPERATOR
SERVICES AND DIRECTORY ASSISTANCE
(f/k/a CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

- 2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.
- 2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.
- 2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.
- 3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)**
- 3.1 Dialing Parity:
- 3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.
- 3.2 Response Parity:
- 3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.
- 3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.
- 3.3 Requirements to Physically Interconnect:
- 3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.
- 3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.
- 3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.
- 3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.
- 3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:
- 3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;
- 3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;
- 3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and
- 3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.
- 3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.
- 3.3.5 General OS/DA Trunking Requirements:

- 3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.
- 3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).
- 3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.
- 3.3.6 Specific OS/DA Trunk Groups and Their Requirements
 - 3.3.6.1 Operator Service Trunks:
 - 3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2 DA/DA Call Completion (DACC) Trunks:
 - 3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.
 - 3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
 - 3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 3.4 Operator Services Call Processing and Rates:
 - 3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.
 - 3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.
- 3.5 Directory Assistance Call Processing and Rates:
 - 3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.
 - 3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

- 3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.
- 3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.
- 3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.
- 3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.
- 3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

- 3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.
 - 3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
 - 3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.
 - 3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.
 - 3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.
- 3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.
- 3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.
- 3.6.4 Where Consolidated Reference Rater ("CRR") is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.
- 3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.
- 3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:
- 3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

- 4.1.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

4.2 Responsibilities of the Parties:

- 4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.
- 4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.
- 4.2.1.2 Listing Information Confidentiality:
- 4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.
- 4.2.1.3 Unlisted/Non-Published End Users:
- 4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

- 4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.
- 4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.
- 4.2.7 Breach of Contract:
- 4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.
- 4.2.8 General Conditions for Listings:
- 4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.
- 4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

- 5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.
- 5.2 Termination:
- 5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.
- 5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

- 6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

PRICING SHEETS
Exhibit B

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance, per call	XPU	OPEN		\$ 0.40	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA), per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) / where applicable, per call	XPU	OPEN		\$ 0.65	NA	NA	per call
6	IN	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC), per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding - Other - Initial/Subsequent Load, per switch, per OCN					\$ 1,800.00	\$ 1,800.00	per switch, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding and Reference/Rate Look Up, per OS/DA call	XPU	OPEN		\$ 0.03	NA	NA	per OS/DA call
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE AUTOMATED CALL GREETING	Branding per Trunk Group				NA	\$800.00		
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Initial Load, per state, per OCN				NA	\$ 5,000.00	NA	per state, per OCN
6	IN	OPERATOR SERVICES/DIRECTORY ASSISTANCE RATE/REFERENCES	Rate Reference - Subsequent Load, per state, per OCN				NA	NA	\$ 1,500.00	per state, per OCN
6	IN	OPERATOR CALL PROCESSING	Fully Automated Call Processing, per call	XPU	OPEN		\$ 0.15	NA	NA	per call
6	IN	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types, per work second	XPU	OPEN		\$ 0.03	NA	NA	per work second
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for initial load				NA	\$ 0.040	NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	DA Listing - per listing for subsequent updates				\$ 0.060		NA	per listing
6	IN	DIRECTORY LISTING PRODUCT	White Page Directory Listings				\$0.00	\$0.00	\$0.00	initial listing is no charge
6	IN	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings							See Tariffs and / or Service Guidebook
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.64%	N/A	N/A	Flat Rate Discount for Resale
6	IN	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.64%	N/A	N/A	Flat Rate Discount for Resale

INTERCONNECTION AMENDMENT

BETWEEN

**INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA**

AND

CENTRAL INDIANA COMMUNICATIONS, INC.

Signature: eSigned - Michael R Burrow

Signature: eSigned - William Bockelman

Name: eSigned - Michael R Burrow
(Print or Type)

Name: eSigned - William Bockelman
(Print or Type)

Title: President & CEO
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 28 Jan 2020

Date: 28 Jan 2020

Central Indiana Communications, Inc.

Indiana Bell Telephone Company Incorporated d/b/a
AT&T INDIANA by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
CENTRAL INDIANA COMMUNICATIONS, INC.
AND
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA ("AT&T") and Central Indiana Communications, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved October 30, 2002 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

- iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
- 5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
 - i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
- 6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
- 7. 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.
- 8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 10. 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 counterpart shall together constitute one and the same instrument.
- 11. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval

by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User’s existing location;
 - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC 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 retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE’s prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC’s End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC 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.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 **BILLING AND PAYMENT OF RATES AND CHARGES**

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2HX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2HX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2WX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2WX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2WX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2JX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2JX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2JX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2CX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2CX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2CX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2KX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2KX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2KX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7KX, UOB++, UOR++	U4HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7KX, UOB++, UOR++	U4HX2	2

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7KX, UOB++, UOR++	U4HX3	3
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAR	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAS	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Subsequent Order	EE7JX, EE7KX, EE7LX	NKCAT	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAU	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR manual, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAV	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Subsequent Order	EE7MX	NKCAW	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Install	EE7MX	NKCAX	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCAY	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Subsequent Order	EE7MX	NKCAZ	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Install	EE7MX	NKCB1	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCB2	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Subsequent Order	EE7MX	NKCB3	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect			

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB4	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB5	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB6	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB7	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Install	EE7JX	NKCB8	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Disconnect	EE7JX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Install	EE7JX	NKCB A	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCB B	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCB C	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCB D	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCB E	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCB F	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCB G	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCB H	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCB J	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCB K	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Install	EE7MX	NKCBL	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Disconnect	EE7MX	NKCBM	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Install	EE7MX	NKCBN	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Disconnect	EE7MX	NKCBO	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DS I to Voice, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Install	EE7MX		

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX	NKCBT	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX	NKCBU	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, Install	EE7MX	NKCBV	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, Collocated, Add'l, Disconnect	EE7MX	NKCBW	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7NX		
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Initial, Install	EE7MX	NKCC6	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Additional, Install	EE7MX	NKCC7	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, UK1++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, UK1++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, UK3++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBC4	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBDT	